Nov. 16, 1919.

Mr. C. A. Schallenberger,
J. W. Kays Company,
Hibernian Bldg.,
Los Angeles, Calif.

Dear Mr. Schallenberger:

Please do not place any more insurance upon the contents of this studio. I imagine our people in New York prefer to place new insurance themselves.

In this connection I am returning your policy Yorkshire #532541, which you mailed us on October 30th. Have been trying to get time to go over the insurance matter more thoroughly but Mr. Griffith keeps us so busy answering questions that as yet I have been unable to compile the proper statistics.

Yours very sincerely,

D. W. GRIFFITH STUDIO,

Manager

P. S.-- Please send us credit memorandum for the unearned ECB/BB premium on the above policy.

C. A. SCHALLENBERGER

INVOICE

J. W. KAYS

J. W. KAYS COMPANY, INC.

GENERAL INSURANCE BROKERS AND ADJUSTERS

TELEPHONES { HOME 60814 / PICO 326

SUITE 518 METROPOLITAN BUILDING

Los Angeles, Cal., Nov. 1st, 19 19

M. D.W. Griffith

E.C. Beckwith Dw Griffith Studio,

DATE	POLICY NO.	COMPANY	PREMIUM
	#532541	Yorkshire	$62.55
		Covers $1500.00 on Conts.	
		Expires Nov. 1st, 1920.	

Make all Payments to J. W. KAYS COMPANY, Inc. (Not responsible for payments made otherwise.)

November 16, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

This is Sunday, and I am trying to catch up on a lot of odds and ends on things I have been unable to attend to sooner. Ten days ago the Triangle rented the studio to the Haworth Company and the Haworth Company in turn sub-rented a part of their space to the Carter De Haven Company. It was necessary for me to vacate the old offices and take smaller quarters in another part of the lot, and in the shuffle a lot of stuff has been covered up and possibly I have not replied into everything that I should.-

I find here your letter of October 24th which I don't believe I have ever fully replied to. Regarding the audit of the books, we have been working early and late trying to get all the bills in. There have been a number of accounts with merchants in town requiring adjustments, all of which took time. I wired yesterday to Mr. Griffith the status of our financial condition and tomorrow I expect to issue checks that will wipe all our accounts payable out, so far as picture costs are concerned. There may be a few items pertaining to the laboratory which I cannot liquidate now, but this is of small matter because the laboratory will continue.

I wish you would give me some idea as to when the New York laboratory will be completed and whether or not Mr. Griffith expects to leave me here to attend to laboratory business as long as it is maintained here on the coast. I am having the big lot wrecked but I do not anticipate the material will be entirely sold and the premises cleared up much before the middle of January. If we expect to operate the factory here after the middle of January we should begin planning on it. However, I believe that we can safely trust Joe Aller to get out our releases for us at our present prices without my being on hand and in that event he could take care of the rent and payroll of the laboratory and it would not require my presence here after our present lease expires, which will be December 31st.

My office force has dwindled down so that when you or Mr. Griffith asked for statements there was no one but Mr. Beach or myself to make them out and it is not always that we can stop our routine work. For example: you want copy of our cash report as quickly

as possible and sometimes if we stop to make journal entries that you wire about or answer questions the cash account might be delayed several days. As it happened, in the confusion of moving, the cash reports for November 1st and November 8th did not get mailed to you promptly, which resulted in Mr. Griffith sending me quite a severe message which apparently I deserved.-

I note what you say in regard to the management of the laboratory and will be governed by Mr. Griffith's wishes as to whether or not I take charge of it. If it is planned to do a great deal of commercial work, I can readily see where the laboratory can well afford to have its own business manager.

The Price-Waterhouse man came out yesterday to secure data regarding the earnings of Mr. Griffith's pictures, as per our records of November 1st and I suppose they will forward figures to you shortly. We expect to close out all picture records as per November 15th and after these closing entries are made I will forward to you all our voucher books and records. With Mr. Blake's assistance your work should be facilitated immensely.

I note what you say in regard to things being in a muddle at this end and I can easily imagine the confusion at your end. I appreciate the fact that you have seen longer service than I have but nevertheless I hope you will not resent it if I caution you not to worry. Don't try to do too much work yourself and give the other fellow credit for having common sense. They may not do it your way but I have found that in a great many instances the other fellow's way is just as good as mine and as long as he has to do it the possibilities are that better results will be obtained by going 50/50 with him so far as work is concerned. You would not be worth a whoop as an auditor in New York if you had to take instructions from me out here. The manager's position should entitle him to have proper control over his own work, the work of the auditor being to check him up to see if his arithmetic is correct and to see that the correct amount of profits is arrived at.

With sincerest regards, I am

Yours very sincerely,

ECB/BB

Nov. 17, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.
New York, N. Y.

Dear Mr. Epping-

I am enclosing herewith a bill from Lord & Thomas (the Saturday Evening Post people) for $24.80, covering telegraph charges. These are evidently in connection with the page ad for Broken Blossoms that Mr. Griffith took out in the Post, and apparently they do not consider the five thousand dollars we paid for the ad sufficient so they are charging us for the telegrams as well. Jack Lloyd knows all about the telegrams.

Yours very truly,

ECB:W.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Personal.

TELEPHONE: 6963 CORTLANDT ESTABLISHED 1892 CABLE ADDRESS: "EMHAR" NEW YORK

SHERWOOD M. HARD & CO., INC.

Dwgs, J Vouchers

INSURANCE BROKERS

CORTLANDT BUILDING - - - HUDSON TERMINAL

30 CHURCH STREET

IN ACCOUNT WITH David W.Griffith NEW YORK, Nov.17,1919

N.Y.City

LOCATION NO. 436

DATE	TERM	No. OF POLICY	COMPANY	INSURED	AMOUNT	RATE	PREMIUM
12/8/19	1yr.	2380289	Fid.&Casualty	Accident	25/50,000.		$ 375 00

Dec 1579

RECEIVED PAYMENT

Sherwood M. Hard & Co., Inc.

Per E. Shoulder

Shoulder

OFFICERS FOR 1919-20

PRESIDENT
JOHN KENLON
NEW YORK

1ST VICE-PRESIDENT
JOHN F. HEALY
DENVER, COL.

2ND VICE-PRESIDENT
FRANK G. REYNOLDS
AUGUSTA, GA.

SECRETARY
JAMES McFALL
PHILADELPHIA, PA.

TREASURER
PETER B. CARTER
CAMDEN, N. J.

INTERNATIONAL

Association of Fire Engineers

OFFICE OF PRESIDENT

MUNICIPAL BUILDING

Convention for 1920 to be held
Toronto, Ont.
Date to be selected by Directors

BOARD
OF
DIRECTORS

WM. H. BYWATER
SALT LAKE, UTAH

H. F. MAGEE
DALLAS, TEXAS

JAMES ARMSTRONG
KINGSTON, ONT.

NEW YORK, November 17, 1919.

D. W. Griffith, Esq.,
c/o Banzhaf & Pembleton,
#2 Rector St., City.

Dear Mr. Griffith:-

I have this day received from Honorary Deputy Chief Robert H. Mainzer, check for One hundred dollars, to cover your fee for Life Membership in the International Association of Fire Engineers.

I thank you very kindly for your interest in the above-named Association, and also your indirect interest in its President.

With kind regards, I am,

Sincerely yours,

John Kenlon

President.

H.

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle

The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762.

Albert L. Grey,
GENERAL MANAGER.

Nov. 17th, 1919.

Mr. E. C. Bidwell,
4500 Sunset Blvd.,
Los Angeles, Cal.

Dear Mr. Bidwell:

In addition to the regular audit which Price, Waterhouse & Co. are making, I have been requested to instruct them to send to this office a monthly statement of all transactions in your laboratory and elsewhere.

Please give them every facility to do this.

I have received a number of your bills regarding payroll of the office force. Of course you did not expect that these bills would be paid to you from this end. I take for granted that you merely charged the New York office with them and that we were to take them up on our books and distribute these expenses, and therefore since you have made this entry, I have given the Los Angeles office credit for these.

Hereafter do not charge anything further to the New York office whatsoever except items which you carry as accounts receivable and which are collected here. Your office expenses as well as any other expenses can be charged to your general laboratory overhead expenses. This includes also the office payroll.

It is just as broad as long. It reduces your profit on the laboratory some but it simplifies transactions. We have enough to charge at this end without carrying any Los Angeles charges.

Yours very truly,

JCE/SB.

Nov. 18, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, N. Y.

Dear Sir:

I am just in receipt of your letter of November 13th, as well as separate envelope containing check for fifteen hundred dollars ($1500.00) being the third check of the same amount received on account of Hearts of the World note.

Referring to your letter, beg to advise that everything is understood with the exception that I do not think it is hardly fair to charge my automobile expense to the laboratory. I make a half dozen trips down town on account of selling the lumber off the big lot to where I make one trip on account of the laboratory. However, I will give you sufficient information on this so that nothing will be charged to your office that there might be a question about. You say to charge overhead items to your office separate from bills which are not of an overhead nature. We will give sufficient data on all our charges to enable you to classify them to suit your own requirements.

Yours very truly,

ECB:W.

Form 1206

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	X
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVER'S NO.
CHECK
CASH OR CHARGE
TIME FILED

Send the following message subject to the terms on back hereof, which are hereby agreed to

November 19 1919

HOWARD E. MORTON LOS ANGELES EXAMINER

LOS ANGELES CALIFORNIA

AM MAILING CONTRACT FOR PURCHASE "COINCIDENCE" ON BEHALF OF MR GRIFFITH AS PER YOUR WIRE

ALBERT H T BANZHAF

2 Rector St New York City

chg A H T Banzhaf 2 Rector St.

Nov. 19, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.
New York, N. Y.

Dear Mr. Epping:

Attached please find copy of our cash report #105 - same being a record of our cash transactions for the week ending November 15th.

I received your long letter today, enclosing a draft for $10,000.00 and note carefully what you say in regard to the confusion which was caused by our failure in forwarding the two previous cash reports. I am very sorry indeed that it happened. You are quite right in your defense of me - that things here were in a confusion because of closing entries, people moving East, transportation matters, inquiries for the sale of lumber from the big lot and a thousand and one other interruptions. You have Mr. Blake with you and his business here has thrown double work on Mr. Beach and myself, and just this week Miss Kraus, who has been with us for the past year, left to accept a position in Michigan. You cannot blame the employes for leaving when they realize that work here is nearly finished and they have an opportunity to accept permanent positions elsewhere. However, as it was, Miss Kraus remained two weeks longer than she expected to in order to finish up as much work as possible before leaving.

absence

Yours very truly,

ECB:W.

11/19/19

Price Waterhouse now object to our inflating our records by interdepartmental charges on release prints. Heretofore Robinson took the stand that as they figured release prints as just so much commercial work, our procedure was all right - set up by Blake at Howard's suggestion to divorce the lab. from the pictures.

Now they claim that as we have been doing this:-

From the film

Debiting Picture Release Charge	2100.00	
Crediting Lab. Revenue -Release prints		2100.00

and from Lasky's payment to meet contract we have been

Debiting Cash	17500.00	
Crediting Ac.Rec.-Lasky		17500.00

Said payment being on our invoice against them for the release prints which was

Debitted to Ac.Rec.-Lasky	17500.00	
and Credited to Picture Investment a/c		17500.00

They now claim we are inflating the records and suggest change in our procedure, tho as yet they have not specified just what change would meet both requirements;-viz; that contract be basis of our books and that at same time the lab. be divorced from rest of studiosoperations. As to just how to meet this new requirement, this new necessitated change in our procedure, you study on it, but first

Make the journal entry similar to the one they made which I give below EXCEPT that after you have done that make another journal entry opening an account Loss on D Releases and charge that account and credit the lab. for that amount. No, that won't do because the revenue then mostly all shown in Picture Investment a/c and no debit in the picture for it at all, whereas most of all of the expense would be in the lab. and only the "Loss" be credited to the lab. so that procedure not correct. Get something better.

Anyway, here is the entry they made:-

Debit Laboratory Revenue - Release Prints 132,346.33

Credit	D-1	Expense - Release	Charge	(Sched.103)	21009.97
"	D-2	"	"	"	19698.67
"	D-3	"	"	"	20600.46
"	D-4	"	"	"	14872.32
"	D-5	"	"	"	22461.52
"	D-6	"	"	"	17184.93
"	D-7	"	"	"	16518.46

Reversing studio entries which charged pictures as below and credited Laboratory Revenue with the cost of manufacturing the 75 release prints referred to in contract with the Famous Players Lasky Corpn. (D Series), for which the studio was to receive per picture release.

The studio claims that the cost of manufacture of the 75 release prints was greater than the contract price of $17500.00 and that the loss should not be saddled upon the laboratory, which had nothing to do with making the contract, the loss being due to too low a price being stipulated in the contract for the footage of film used in the releases, both individually or in the aggregate.

However, (P.W.& Co.says), the cost of manufacture is in the Laboratory Expense, and also in the picture release charge and the amounts received are credited to Lab. Rev.-Release Prints, and to Picture Investment accounts, resulting in a double charge and a double credit.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

C. A. SCHALLENBERGER J. W. KAYS

J. W. KAYS COMPANY, INC.
GENERAL INSURANCE BROKERS AND ADJUSTERS
7TH FLOOR HIBERNIAN BUILDING
SPRING STREET AT FOURTH
PICO 326 HOME 60814
LOS ANGELES, CALIFORNIA

November 19th'19

Attention Mr. Bidwell,

D. W. Griffith Studio,
#4500 Sunset Boulevard,
Hollywood, Los Angeles, Cal.

RE:,Policy #532541 "Yorkshire"

Gentlemen:-

Replying to yours of the 16th, with enclosure of the above numbered policy for cancellation, beg to advise that we have cancelled this policy without any charge, same being in force less than a month.

Very truly yours,

J. W. KAYS COMPANY, INC.
By J. W. Campbell

November 20th, 1919.

Mr.J.C. Epping,
720 Long Acre Bldg.,
New York, N. Y.

My dear Mr.Epping:-

Referring further to your letter of November 14th, last night I hastened to send you a copy of our Cash Report but I did not give you a copy of the other details you asked for. I notice you ask "Cash paid out during the week and to whom". I did not imagine that you wanted a list of the hundred or more checks that we write every week, but what you required is a classification of our disbursements as to whether or not they cover pay-roll, bills, film, rent, or any other similar charge. However, after this week, the cash paid out during the week can be accounted in the half dozen checks as all bills will be paid. In regard to the analysis of the accounts receivable, you will appreciate that this is principally bills covering work done by the laboratory. It will be only a small matter to forward to you a list of these outstanding accounts each week, and I am attaching hereto a copy of our records as they stood last Saturday.

In regard to engaging additional help, you will appreciate that the work that we have on hand now is of such a nature that occasional help is of little assistance in an enlarged degree. When Mr. Blake left, it threw a double work on Mr.Beach and myself, and when Mr. Bush left, my work was again added to. Justaat this time, the Triangle rented the studios and I was compelled to move my offices into other rooms the Triangle assigned to us. You can imagine how crowded we are when I tell you that my office is now located in what used to be the old generator room back of the employment office. This old generator room has been cut up into three small rooms, and here I hold forth at present. It is quite well known that we are dismantling the big sets and selling the lumber, and almost every day I get a dozen or more telephone calls, which take up considerable of my time, although I have a foreman on the job. People can't get the foreman on the telephone, so they get me, and there you have it. However, you may rest assured I am doing everything possible to get these records in your hands at the earliest possible moment in order that your work and my work will be facilitated.

Referring to the matter of office help once more, you know that the unsatisfactory side of working for Mr. Griffith is the indefinite atmosphere that prevails. No one seems to know how long the work will last, or whether or not he is giving satisfaction. On the other hand, nearly everyone who works for Mr. Griffith is willing to accept these conditions. However, it became known quite definitely that the studio would move to New York and naturally, those who were not invited to go East, began making an effort to secure other employment. One of the girls in the office who has acted as Mr. Blake's assistant in the way of checking invoices with requisitions and dealing with the merchants in the city, came to me a few weeks ago with a telegram she had received from her home town back in Michigan, in which they offered her the same wages she was receiving here, for a much easier position. Naturally, Miss Kraus was desirous of accepting the position, but on my urging, she remained two weeks longer to help out, as far as possible, with the work she had started. We cannot, on a moment's notice, hire a bookkeeper or clerk who knows the work that has been going on for the past year, therefore, additional help is frequently of little use. Mr. Beach just tells me that he will be obliged to leave Saturday of this week in order to accept what is a very attractive offer and one which because of his peculiar fitness, is quite desirable for him to accept. We have had so many requests from you and from Mr. Griffith for journal entries and special statements that the progress of the work has been delayed greatly, and instead of our being able to close our records first on the 7th, we had to postpone to the 15th, then Price Waterhouse auditors demanded more or less of our attention, and we had to again postpone until the 22nd. Now, Mr. Beach suddenly has to leave on the 22nd, so you can assure Mr.Griffith that if reports are delayed in reaching you, it is my misfortune rather than my fault. I am like you, I do not like to give alibis, but nevertheless, I have explained the situation and trust that you will be as patient as possible with the progress that I make.

The work of dismantling the big sets is being pushed rapidly and by another week, all the high structures will be levelled to the ground. As stated above, it is quite generally known that the lumber is for sale and we are finding ready sale for it. Although the sales are for cash, it is impossible for the purchasers to remove the lumber for a week of ten days after our men finish, because they have to pull nails, assort the lumber and get it ready for hauling. The way it now looks, there is going to be a profit of around $2500.00 from the sale of lumber props and other equipment that has been left behind for me to dispose of.

Yours very truly,

ECB/LR

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

November 20th. 1919.

Mrs. May A. Jones,
c/o Allen Dwan Co.,
Brunton Studios,
Hollywood, California.

Dear Madam:-

We are enclosing herewith receipted invoice for the sewing machine motor, which you purchased from us.

Yours very truly,

D. W. GRIFFITH STUDIO

BY_____

Manager

RAB/LR

Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TELEPHONES
MAMARONECK { 1190
1191
1192
1193

D. W. GRIFFITH STUDIO

ORIENTA POINT
MAMARONECK, N. Y. Nov. 20, 1919.

Mr. A. H. Banzhaf,
2 Rector St.,
New York City.

Dear Mr. Banzhaf:-

In inheriting the Scenario Department, I have found some correspondence between you and Arthur Butler Graham in regard to the purchase of a play by Augustus Thomas - RIO GRANDE; also in regard to production of POLLY WITH A PAST.

Do you know what was ever done about this?

Very truly yours,

Harry Carr.

HC:AH

3B

D.W. Griffith Service *offers*

The Fall of Babylon — *A Super-Spectacle*

The Mother and The Law — *A Dramatic Thunderbolt*

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762.

Albert L. Grey,
GENERAL MANAGER.

Nov. 20, 1919n

Mr Harry Asher,
District Manager,
Famous Players-Lasky Corp.,
Boston, Mass.

Dear Mr Asher:

Enclosed please find sample copy of a special bulletin issued by Mr. Griffith in cooperation with Famous Players-Lasky Corp., to assist exhibitors in the handling of "SCARLET DAYS."

Two hundred copies of this bulletin have been sent to each of the branch managers in your district, with a letter requesting that one copy be given to each exhibitor booking "SCARLET DAYS."

I will greatly appreciate your courtesy in giving the matter your personal attention, and will be pleased to extend any further suggestions or assistance for our mutual benefit.

Thanking you in advance for your kindness, I am

Yours very sincerely,

ALG/S
Enclosure - 1.

#3A

Mr Harry Asher	District Manager Famous Players-Lasky Corp	8 Shawmut st., Boston, Mass
Mr W E Smith	"	1219 Vine st., Phila, Pa.
Mr H H Buxbaum	"	1018 Forbes st.,Pittsburgh,Pa
Mr J W Allen	"	845 So.Wabash Av.,Chicago,ILL
Mr M H Lewis	"	2024 Broadway, Kansas City,Mo
Mr C E Holcomb	"	51 Luckie St, Atlanta, Ga.
Mr L L Dent	Special Representative Famous Players-Lasky Corp	1902 Commerce St., Dallas, Texas
Mr Louis Marcus	District Manager Famous Players-Lasky Corp	133 East 2nd South St., Salt Lake City, Utah
Mr Herman Wobber	"	821 Market St.,San Francisco, Calif.
Mr Geo W Weeks	"	208 Victoria St., Toronto, Ontario, Canada

November 20th, 1919.

Mr. E. C. Bidwell, Manager,
D. W. Griffith Studio,
4500 Sunset Blvd.,
Hollywood, California.

Dear Sir:

We beg to advise you that we have credited the Los Angeles office with the amount shown on your TRIAL BALANCE of Oct.25th, of $153,562.86, and, hereby, confirm same.

We have since credited the Los Angeles office with the following amounts:

Geo. Beranger,	$200.00
M. M. Stearns,	253.52
Alice D. G. Miller,	98.52
Lillian Gish,	235.95
Mrs. Rodrequez ,	103.72
M.M. Stearns,	50.00
Mrs. Gish,	39.00
J. C. Epping,	160.00
Miss Dempster,	200.00
Your A/C Rec. Vo.No. 831	51.80
" "	289.92
" "	440.19
" "	331.50
	2,454.12

780.71 w/c 11/1/19

Please check this with your records, making entries, charging the New York office with the amounts not already charged, confirming all these entries by letter, so that our account checks with yours and agrees with your November TRIAL BALANCE, greatly obliging

yours very truly,

D. W. Griffith Studio, N. Y.

By_____

November 21st, 1919.

Messrs. Price Waterhouse
& Company,
LosAngeles, California.

Gentlemen:-

I hereby certify, to the best of my knowledge and belief, that the Accounts Receivable as of November 1st, 1919, amounting to $28,753.96 are good and collectible and have not been hypothecated in any way, that accounts Payable, of same date, are not in excess of $13,681.86, that the inventory of negative stock amounting to $342.59 and of positive stock amounting to 9171.83 are based on actual measurements and priced at cost.

Yours truly,

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

9

November 21st 1919.

Mr. E. C. Bidwell,
4500 Sunset Boulevard,
Los Angeles, Calfornia.

Dear Mr. Bidwell:

Enclosed please find Bill of Sale and assignment of the dramatic operatic and motion picture rights to a story entitled "COINCIDENCE" written by Mr. Howard E. Morton, of the Los Angeles Examiner, together with a check for $500. drawn to his order in full payment for the same. Will you kindly have Mr. Morton sign the within assignment and acknowledge the same before a notary public at the time you deliver the check to him therefor. Should this assignment not be satisfactory to him you may take the matter up with Arthur Wright or follow the copy of an assignment which you have for the motion picture rights to stories which you have heretofore purchased, and which may have been prepared by Arthur Wright or some other attorney. However, I do not anticipate that Morton will have any objections to signing the contract enclosed.

Please attend to this matter at once, and oblige

Very truly yours,

Albert H T Banzhaf

AHTB/GD
Enc.

HOLLYWOOD 2800 HOME 57001

D. W. GRIFFITH STUDIO

4500 SUNSET BOULEVARD

LOS ANGELES, CAL.,

November 22, 1919.

Mr.J. C.Epping,
720 Long Acre Bldg.,
New York, N.Y.

My dear Mr.Epping:-

We have today given our check to the First National Bank for $50.25, to purchase travellers checks in the amount of $50.00, for use of Miss Carol Dempster, as travelling expenses from Los Angeles to Miami, Florida, and we are charging this $50.25 to D. W. Griffith Studio, New York, and you can use this letter as your bill.

I don't know whether or not you will expect Miss Dempster to turn in vouchers for these expenses. I scarcely imagine she will be able to secure vouchers on most of her expenditures, because they will be dining car items, as well as tips and other travelling expenses.

Miss Dempster and Miss Wiener arrived last night, and Miss Dempster starts for Florida tomorrow forenoon, via Southern Pacific.

Yours very truly,

E C Bidwell

ECB/LR

Mr. N
Cal. L.A. Office
as per Letter of Bidwell of 11/22
on file

J.4 #20

November 24th 1919.

Mr. Harry Carr,
c/o Griffith Studio,
Mamaroneck, New York.

Dear Mr. Carr:

In reply to your favor of the 20th inst. regarding "Rio Grande" and "Polly with a Past", beg to advise that as far as the former is concerned, I believe Mr. Griffith s-w the play at the coast but has not wholly decided as whether or not he would care to take the same. In reference to the latter I am still in touch with Arthur Graham, who represents Miss Inna Claire and she has the assurance from Mr. Belasco owner of the play that she may do this production in pictures. As soon as Mr. Griffith returns from the South I will arrange to have him see the "Gold Diggers" in which Miss Claire is at present starred, for the purpose of having Mr. Griffith determine whether he believes Miss Claire has screen possibilities for "Polly with a Past".

I am quite sure this will not get away from us as I am agreat friend of her attorney and have told him that Mr. Griffith wants to do this picture as soon as Miss Claire can give the time to it.

Thanking you for calling my attention to this matter, I remain

Very truly yours,

AHTB/MD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

November 24th, 1919.

Mr.J. C. Epping,
720 Long Acre Bldg.,
New York, N. Y.

My dear Mr. Epping:-

I am forwarding you herewith entries which close out practically all of our Studio accounts, with the exception of the Laboratory and such other accounts as are necessary for transacting the business which remains here. As you will see, we are transferring to your office, practically all of our accounts.

As I wired you a couple of days ago, Mr. Beach had an opportunity to accept a position which appeared to be very desirable, and owing to the urgency of the other position being filled, he is obliged to start work today. You can imagine the pressure under which we have been working, and I am free to say that the bulk of this work has naturally fallen on Mr. Beach. Occasionally, Mr. Griffith has seemed to think that I had more people on my staff than I really required, and for this reason I have tried to get along with as few people as possible, handling minor details myself which could as easily have

been done by some one else, and which would have left me free to more closely supervise the accounting, which was of far more importance than some of the minor duties I have been obliged to handle myself.

I am writing this letter to supply you with explanations of what constitute the balances shown on our Closing Journal Entry, No. 360, copy of which is attached, in addition to the copy which will be sent later in our regular weekly report.

In August, when you and I were arguing as to whether my system should be thrown on the scrapheap or be allowed to remain in force while the Los Angeles office was maintained, I felt justified in having my accounts audited, and engaged Price, Waterhouse & Company for this purpose. They have apparently proceeded on the assumption that I desired them to readjust my records to comply with the requirements of the Government so far as income tax matters are concerned, whereas in truth I didn't ask them to do anything of the kind. What I wanted was a check as to whether or not my expenditures had been properly accounted for. This misunderstanding at the start, and the fact that I have been unable to supervise the accounting as closely as I should have done, will account for some of the discrepancies and difficulties which you will encounter in going over these closing entries. However, I will endeavor to explain these conditions as I refer to the respective accounts.

D. W. GRIFFITH CAPITAL:

This represents the account set up by Price, Waterhouse as due Mr. Griffith at the close of 1918.

D. W. GRIFFITH LOAN:

This account represents money advanced by Mr. Griffith at different times and which was never repaid - such necessities as film arriving C. O.D. at a time when our finances were low,etc.

SUBLET REVENUE:

This represents the 10% over and above the cost of labor and material which we charged tenants here in the early part of 1919.

DINING ROOM:

This represents the loss from equipping and operating the dining room.

REVENUE FROM H. OF W. PRINTS:

Set up by yourself last April, and represents settlement between this Studio and H. of w. for 99 prints.

D. W. GRIFFITH DRAWINGS:

This account represents the profits paid to Mr. Griffith out of the C Series after cost of production had been liquidated and after commissions to Dorothy Gish, Clifton and Taylor had been paid, and a few other minor items that Price,Waterhouse considered as having been paid to Mr. Griffith.

PROFIT & LOSS SUSPENSE:

The second paragraph of J. E. #326 explains this.

SCENARIOS:

This represents inventory of scenarios purchased but not used to date,as follows:

A BLUEGRASS SCHOOL TEACHER	250.00
BLOOD OF THE COVENANTERS	500.00
GINGER	100.00
	850.00

BAD DEBTS:

Set up becently by P. W. & Co., charging off our uncollected debts as per J. E. #346 (authorized by A. L. Grey), 352 and 358.

EXPERIMENTAL CAMERA WORK:

This speaks for itself.

METHODIST PICTURE:

Same

COMMISSIONS D SERIES:

This represents Bitzer's 5% of Griffith profits.

EQUIPMENT, STUDIO:

This represents cost of equipment as set up by P. W. & Co. They insisted the Government would not stand for so much equipment being charged in as picture expense. This account included only large items, such as electrical equipment, rugs, furniture and props of physical value.

RESERVE FOR DEPRECIATION:

Depreciation of 33-1/3% charged off, 1918, from studio equipment preceding this balance.

COMMISSIONS C SERIES;

Represents commissions paid to Clifton, Dorothy Gish and Taylor on revenue from C pictures, after studio production cost had been liquidated (D. W.Griffith's profits are included in D. W.Griffith Drawings mentioned above.)

MISCELLANEOUS INCOME:

Set up just recently by P. W. & Co. Represents income from sale of Klieglights. See J. E. #353.

INCOME FROM EXPLOITATION:

This represents income from exploitation on C pictures only. These balances represent, respectively, actual sums received here from the New York office of F. P.-L. up to and including their report of September 6th.

As stated above, P. W. & Co. have closed out 1918 business, therefore see picture cost in their 1918 income tax report. These costs must be added to the costs shown on attached J. E. to obtain proper total for pictures. For your information, however, balances on D-1, D-2 and D-3, made up from our present records, are as follows:

D-1 ARTCRAFT INVESTMENT:

This represents balance due us from the first guarantee after the

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

advance ($120,000.) and the release ($17,500.) had been charged off as 1918 business, plus the second guarantee ($25,000.)

D-1 EXPENSE:

Items received and vouchered in 1919.

D-2 ARTCRAFT INVESTMENT:

This balance consists of the release ($17,500.), plus the $61,500., guaranteed to make picture investment equal $175,000.00. (See P. W. & Co. income tax statement for picture investments 1918).

D-2 EXPENSE:

Same explanation applies as given above for D-1 Expense.

D-3 ARTCRAFT INVESTMENT:

Represents $61,500. due on first guarantee. See P. W.& Co. 1918 income tax statement. (D-3 release charged off in 1918 because this picture was released in 1918, whereas D-2 was not released until 1919).

D-3EXPENSE:

Same explanation as given for D-1 Expense, above. (Note: D-4 closed out to your office separately by J. E. #354.

D-5 ARTCRAFT INVESTMENT:

Represents F. P. L. production advance, plus release.

D-5 EXPENSE:

Represents cost of picture, including 75 prints, but excepting two items 1918 business shown on J. E. #299, viz, 199.38 and 108.52.

D-6 ARTCRAFT INVESTMENT:

Same explanation applies as given for D-5, above.

D-6 EXPENSE:

Represents cost of the picture, including 75 prints.

D-7 ARTCRAFT INVESTMENT:

Same as D-5

D-7 EXPENSE:

Represents total cost of picture, including 75 prints.

In the case of the C Series, there is no fixed guarantee above the production advance by F. P. & L. On the first seven pictures, Mr. Griffith's contract for these pictures the advance is $22,500. each. Beginning with C-8 and thereafter, F. P. -L advance $26,500. each.

C-1, C-2 and C-3 Investments charged off by P. W. & Co. 1918. See their 1918 income tax statement.

C-4, C-5, C-6, C-7, C-8 and C-9 INVESTMENT:

These represent F.P.-L advances received 1919.
The corresponding EXPENSE balances represent items received and vouchered in 1919, except in the case of C4, in which P.W. & Co. charged off (J. E. #299) two items, viz, $15.00 Gifts & Donations, and $63.34, 1918 business.

N-1 INVESTMENT:

Represents First National advance payment.

N-1 EXPENSE:

Represents cost of picture (Also includes cost of transporting people and equipment to New York).

N-3 INVESTMENT:

This investment shown on N-3 instead of N-2 as logically would have been the case, because of peculiar wording of contract.

C-10 EXPENSE:

THis represents transportation to New York for Hill and Dorothy Gish. Transportation of other members of Clifton company included in C-9 Expense.

ACCOUNTS RECEIVABLE--D. W. GRIFFITH STUDIO, N. Y.:

This represents balance figure resulting from this J. E. (#360)

After closing these accounts out of our records, we still have a few accounts which will remain here until such time as the Los Angeles office is closed up entirely. I am also attaching hereto trial balance taken from our books as of November 15th, after spreading J. E. #360 upon our records.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM

You will notice that this trial balance still shows ACccounts Payable amounting to $3900.12. Owing to Mr. Beach's leaving so suddenly, we decided it was better to close our records as of November 15th, and any cash transactions chargeable to pictures subsequent to that date we will charge the amounts of such bills over to your office by invoices, with sufficient information to enable you to give them proper auditing.

Yours very truly,

November 24th, 1919.

Mr.J.C. Epping,
720 Long Acre Bldg.,
New York, N.Y.

My dear Mr.Epping:-

I am attaching hereto some data which the Price Waterhouse Company are entering on their report as a journal entry. As you will notice, the entries transfer the loss that we have experienced, due to the fact that the first seventy-five prints of each of the "D" series are furnished at a flat sum of $17,500.00, whereas the exact cost, as a general thing, exceeded that amount. I have contended that this was a picture loss due to the fact that the contract between Mr.Griffith and the Famous Players was more in the nature of a picture contract than it was a laboratory contract. The laboratory had nothing to say whatever in the length that the picture was to be nor the price they were to receive; therefore, inasmuch as the Famous Players financed us from a picture standpoint, this office contends that the loss should be borne by the picture and not by the laboratory. Price Waterhouse claim the reverse, but in this respect, we have left our records to remain as they have been, placing the loss in the picture, rather than in the laboratory.

However, merely for your information, I am giving you a copy of the entries as they would have had us spread them on our records.

Yours very truly,

ECB:LR
ENC.

Debit Laboratory Revenue-Release Prints $132,346.33

Credit	D-1	Expense	- Release	Charge (Schedule 103)	21009.97
"	D-2	"	"	"	19698.67
"	D-3	"	"	"	20600.46
"	D-4	"	"	"	14872.32
"	D-5	"	"	"	22461.52
"	D-6	"	"	"	17184.93
"	D-7	"	"	"	16518.46

Reversing studio entries in order to place the loss for the manufacture on first 75 prints of the "D" series in the laboratory, instead of in the various pictures, as our records now show.

Nov. 24, 1919.

American Express Co.,
65 Broadway,
New York, N. Y.

File X-27032.

Gentlemen:

As per your request of November 8th, we are enclosing herewith three export declarations and invoices in duplicate - covering shipment we made to Clement Shuter Esq. - Great New St., Fetter Lane, E*C-4, London, England.

Yours very truly,

D. W. GRIFFITH STUDIO.

By

Manager.

U. S. TREASURY DEPARTMENT
Customs Cat. No. 7525.
T. D. 37470.—Form WTB 105.
C. D. Sept. 24-18.

(For United States Customs and War Trade Board.)

This space for use of Customs.

No. _____

(Code No. Dist.) (Port.)

Manifest No. _____

SHIPPER'S EXPORT DECLARATION

OF MERCHANDISE SHIPPED TO FOREIGN COUNTRIES OR NONCONTIGUOUS TERRITORIES OF THE U. S.

☞ Clearance will not be granted until shipper's declaration has been filed with the Collector of Customs.
U. S. Government export statistics are compiled from this declaration and it must be correct.

Goods shipped by D. W. GRIFFITH STUDIO
(Name of actual shipper.)

Address 4500 Sunset Blvd. (Number.) (Street.) Los Angeles, Calif. (City.) (State.) From Los Angeles, Cal. (Place of original shipment.)

Via American Railway Exp. (Carrier from interior point, if any.) For shipment on the _____ (Name of carrier. If vessel, give name, motive power, and flag, if known.)

From ~~XXXXXXXXX~~ (U. S. Customs port of exportation.) To ultimate foreign destination of goods LONDON (City.) ENGLAND. (Country.)

Marks and numbers.	Number and kind of packages, e. g., 17 crates, 40 boxes, 60 cases, 75 bags, 90 barrels, etc. See par. 9 on back.	COMMODITY. Describe the articles fully, as canned pork, printed cotton cloth, printing presses, apples, etc. General terms, such as meats, dry goods, machinery, fruits, etc., will not be accepted. See par. 8 on back. Read instructions on back.	War Trade Board Code number. See par. C on back.	Quantity (net weight only). State in standard export units, as lbs., tons (of 2,240 lbs.), gallons, yards, bushels, etc. See par. 10.	Value at time and place of shipment. (See pars. 5, 6 and 7.) U. S. Products, including foreign goods altered or remanufactured in the United States.	Value at time and place of shipment. (See pars. 5, 6 and 7.) Foreign Products in same condition as imported.
					DOLLARS	ONLY.
W. T. B. EXPORT LICENSE	NO. _____	_____, DATE OF EXPIRATION _____		_____, 191		
	One Package	SCENARIO MANUSCRIPT	3 1/2#	3 1/2#	$100.	

Waybill or manifest

No. _____, _____, 191

I CERTIFY that above-described goods were shipped as stated herein except as otherwise noted,

_____, 191 _____, *Inspector of Customs.*

I, the undersigned, solemnly and truly declare that the above statement is a complete, just, and true account of all merchandise shipped by the party named; on board the vessel, car, or vehicle; and to the place or country named above; and that the description and quantity of each article is truly stated and that the values thereof are the actual costs or true market values at the time and place of shipment for exportation; I further declare that none of the merchandise described above is to be laden on any other vessel in port than that named above or transshipped on the high seas except as fully stated above; I further declare that none of said merchandise is shipped or to be delivered in violation of any of the provisions of the "Trading with the enemy act," approved October 6, 1917; that Clement Shuter Esq., of London - England is the actual consignee of the said merchandise; and I further delare that if the shipment is made to a bank or other broker, factor, or agent that Clement Shuter Esq. (Name.) "The Sphere" Great New St. Fetter Lane E-C-4 -- LONDON ENGLAND. (Address.) is the actual consignee on whose account the shipment is made.

Sworn and subscribed to before me

on Nov 24th, 1919

(Deputy Collector, notary public, etc. See par. 4 on back.)

My Commission Expires August 31 1921

D. W. GRIFFITH STUDIO.

(Signature) E O Brainerd

(Capacity) Manager (Member of firm, secretary, agent, etc.)

(Address) 4500 Sunset Blvd. Los Angeles, Cal.

1—448

U. S. TREASURY DEPARTMENT
Customs Cat. No. 7525.
T. D. 37470.—FORM WTB 105.
C. D. Sept. 24-18.

(For United States Customs and War Trade Board.)

This space for use of Customs.
No. _____
(Code No. Dist.) (Port.)
Manifest No. _____

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U. S. Government export statistics are compiled from this declaration and it must be correct.

Goods shipped by D. W. GRIFFITH STUDIO
(Name of actual shipper.)

Address 4500 Sunset Blvd. (Number.) (Street.) Los Angeles, (City.) Calif. (State.) From Los Angeles, Cal. (Place of original shipment.)

Via American Railway Exp. (Carrier from interior point, if any.) For shipment on the _____ (Name of carrier. If vessel, give name, motive power, and flag, if known.)

From _____ (U. S. Customs port of exportation.) To ultimate foreign destination of goods LONDON (City.) ENGLAND. (Country.)

Marks and numbers.	Number and kind of packages, e. g., 17 crates, 40 boxes, 60 cases, 75 bags, 90 barrels, etc. See par. 9 on back.	COMMODITY. Describe the articles fully, as canned pork, printed cotton cloth, printing presses, apples, etc. General terms, such as meats, dry goods, machinery, fruits, etc., will not be accepted. See par. 8 on back. Read instructions on back.	War Trade Board Code number. See par. C on back.	Quantity (net weight only). State in standard export units, as lbs., tons (of 2,240 lbs.), gallons, yards, bushels, etc. See par. 10.	Value at time and place of shipment. (See pars. 5, 6 and 7.) U. S. Products, including foreign goods altered or remanufactured in the United States. DOLLARS	Value at time and place of shipment. (See pars. 5, 6 and 7.) Foreign Products in same condition as imported. ONLY.
W. T. B. EXPORT LICENSE NO. _____		DATE OF EXPIRATION _____, 191				
	one Package	Scenario Manuscript		3½ lbs.	$100.00	
Clement Shuter Esq. "The Sphere" Great New St. Fetter Lane E - C - 4 LONGDON ENGLAND.						

Waybill or manifest
No. _____, _____, 191

I CERTIFY that above-described goods were shipped as stated herein except as otherwise noted,
_____, 191 _____, *Inspector of Customs.*

I, the undersigned, solemnly and truly declare that the above statement is a complete, just, and true account of all merchandise shipped by the party named; on board the vessel, car, or vehicle; and to the place or country named above; and that the description and quantity of each article is truly stated and that the values thereof are the actual costs or true market values at the time and place of shipment for exportation; I further declare that none of the merchandise described above is to be laden on any other vessel in port than that named above or transshipped on the high seas except as fully stated above; I further declare that none of said merchandise is shipped or to be delivered in violation of any of the provisions of the "Trading with the enemy act," approved October 6, 1917; that D. W. GRIFFITH STUDIO of LOS ANGELES CALIFORNIA is the actual consignee of the said merchandise; and I further delare that if the shipment is made to a bank or other broker, factor, or agent that Clement Shuter Esq. - "The Sphere" Great New St. Fetter Lane (Name.) (Address.) E C - 4 - LONDON ENGLAND. is the actual consignee on whose account the shipment is made.

Sworn and subscribed to before me

(Signature) D. W. GRIFFITH STUDIO

on _____, 191

(Capacity) Manager. (Member of firm, secretary, agent, etc.)

(Address) _____

_____ (Deputy Collector, notary public, etc. See par. 4 on back.)

1—448

U. S. TREASURY DEPARTMENT
Customs Cat. No. 7525.
T. D. 37470.—FORM WTB 105.
C. D. Sept. 24-18.

(For United States Customs and War Trade Board.)

This space for use of Customs.

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U. S. Government export statistics are compiled from this declaration and it must be correct.

Goods shipped by D. W. GRIFFITH STUDIO.
(Name of actual shipper.)

Address 4500 Sunset Blvd. Los Angeles, Calif. From Los Angeles, Cal.
(Number.) (Street.) (City.) (State.) (Place of original shipment.)

Via American Railway Exp. For shipment on the _____
(Carrier from interior point, if any.) (Name of carrier. If vessel, give name, motive power, and flag, if known.)

From Los Angeles, Cal. To ultimate foreign destination of goods TORONTO CANADA.
(U. S. Customs port of exportation.) (City.) (Country.)

Marks and numbers.	Number and kind of packages, e. g., 17 crates, 40 boxes, 60 cases, 75 bags, 90 barrels, etc. See par. 9 on back.	COMMODITY. Describe the articles fully, as canned pork, printed cotton cloth, printing presses, apples, etc. General terms, such as meats, dry goods, machinery, fruits, etc., will not be accepted. See par. 8 on back. Read instructions on back.	War Trade Board Code number. See par. C on back.	Quantity (net weight only). State in standard export units, as lbs., tons (of 2,240 lbs.), gallons, yards, bushels, etc. See par. 10.	Value at time and place of shipment. (See pars. 5, 6 and 7.)	
					U. S. Products, including foreign goods altered or remanufactured in the United States.	Foreign Products in same condition as imported.
					DOLLARS	ONLY.
W.T.B. EXPORT LICENSE	NO. _____	_____, DATE OF EXPIRATION _____		_____1, 191		
	1 box	Positive Motion Picture				
		Film - D. W. GRIFFITH				
		PRODUCTION entitled				
		"BROKEN BLOSSOMS"				
		6 Reels per print		6223 ft.	$498.00	

Waybill or manifest

No. _____, _____, 191

I CERTIFY that above-described goods were shipped as stated herein except as otherwise noted,

_____, 191 _____, *Inspector of Customs.*

I, the undersigned, solemnly and truly declare that the above statement is a complete, just, and true account of all merchandise shipped by the party named; on board the vessel, car, or vehicle; and to the place or country named above; and that the description and quantity of each article is truly stated and that the values thereof are the actual costs or true market values at the time and place of shipment for exportation; I further declare that none of the merchandise described above is to be laden on any other vessel in port than that named above or transshipped on the high seas except as fully stated above; I further declare that none of said merchandise is shipped or to be delivered in violation of any of the provisions of the "Trading with the enemy act," approved October 6, 1917; that United Artists Corporation of Toronto ONT.-CANADA. is the actual consignee of the said merchandise; and I further delare that if the shipment is made to a bank or other broker, factor, or agent that United Artists Corporation, Toronto, Canada. is the actual consignee on whose account the shipment is made.
(Name.) (Address.)

Sworn and subscribed to before me

on Nov 24th, 1919

Geo. H. Schneider
(Deputy Collector, Notary public, etc. See par. 4 on back.)
My Commission Expires August 31, 1921

(Signature) D. W. GRIFFITH STUDIO. Ed Bidwell

(Capacity) Manager.
(Member of firm, secretary, agent, etc.)

(Address) 4500 Sunset Blvd. Los Angeles, Cal.

1—448

478 9-16

"ISSUE IN TRIPLICATE—One copy should accompany the goods into Canada (Enclosed in invoice envelope form No. 884) and the other two should be sent direct by mail to the consignee."

Invoice of goods for export to Canada, sold by exporter prior to shipment.

(Place and date) Los Angeles, Cal. Nov. 24, 191 9.

Invoice of MOTION PICTURE FILM purchased

by United Artists Corporation of 133 Bay St. Toronto - Canada.

from U. S. GRIFFITH STUDIO of 4500 Sunset Blvd. Los Angeles, Cal.

to be shipped per Wells Fargo & Co Express.

Marks and Numbers on Packages	QUANTITIES AND DESCRIPTION OF GOODS	Fair Market Value as Sold for Home Consumption At Time Shipped	Selling Price to the Purchaser in Canada At Time Shipped	
				Amount
	1 copy Motion Picture Film			
	U. S. GRIFFITH PRODUCT- entitled "THE RED DOVE"			
	6825 ft. per copy	.08 per ft.	.08	$496.00
	"GOODS NOT IN U. S. A. TO BE RETURNED."			

CERTIFICATE FORM M.

I, the undersigned do hereby certify as follows:

(1) That I am the (a) Business Mgr. for exporter of the goods in the above invoice mentioned or described;

(2) That the said invoice is in all respects correct and true;

(3) That the said invoice contains a true and full statement showing the price actually paid or to be paid for the said goods, the actual quantity thereof, and all charges thereon;

(4) That the said invoice also exhibits the fair market value of the said goods at the time and place of their direct exportation to Canada and as when sold at the same time and place in like quantity and condition for home consumption, in the principal markets of the country whence exported directly to Canada, without any discount or deduction for cash, or on account of any drawback or bounty, or on account of any royalty actually payable thereon or payable thereon when sold for home consumption but not payable when exported, or on account of the exportation thereof or for any special consideration whatever;

(5) That no different invoice of the goods mentioned in said invoice has been or will be furnished to any one; and

(6) That no arrangement or understanding affecting the purchase price of the said goods has been or will be made or entered into between the said exporter and purchaser or by any one on behalf of either of them, either by way of discount, rebate, salary, compensation, or in any manner whatsoever other than is shown in the said invoice.

Dated at Los Angeles, Cal. this 24th day of November 191 9.

(Signature) U. S. GRIFFITH STUDIO.

(a) Insert the word partner, manager, chief clerk or principal official, giving rank as the case may be.

E C Bidwell
Manager.

Subscribed and Sworn to before me this 24th day of November 1919

Notary Public in and for the County of Los Angeles, State of California

My Commission Expires August 31, 1923

HENRY
ROMEIKE, Inc.
(ORIGINAL)
106-110 SEVENTH AVE.
NEW YORK
ESTABLISHED 1881
From
Press,
Philadelphia, Pa.
NOV 23 1919

MR. GRIFFITH TURNS BACK MOVIE CLOCKS

"Scarlet Days," at Stanley, Is Frank Reversion to '49 Type of Story.

David Griffith has turned from the orange and azure tragedies of "Broken Blossoms," from the imperial purple tragedies of "Intolerance," from the many-colored martial glories of "The Birth of a Nation," to put on the screen an old-time Bret Harte-like thriller in russet and crimson. This he calls "Scarlet Days." It is showing at the Stanley.

Original in all his processes, Mr. Griffith, with a kind of quiet impudence, has picked the most threadbare theme in the movie lexicon. Here is his situation: A dance-hall woman cherishes as her sole unspotted contact with life the love of her daughter, educated in the East and ignorant of the career of "Rosy Nell," the mother. Brought to the West by a convenient though not unlikely chain of episodes, she arrives at the moment the mother is charged with murder.

A noble young Southern and a noble, but purse-slitting young Spaniard, pursuade Nell's persecutor, the dance-hall proprietor, to give her three days' grace to see her daughter. But the latter is inflamed by the beauty of the girl, and tries to get her for his own. The Griffith fan may write his own end to this simple plot, with as much gun-play, pursuit, close-ups of terror and happy finale as he likes.

And is it dull, doctrinaire? Not a bit. "Scarlet Days" is one of the most exciting (and at moments moving and lovely) things that has illuminated the Stanley for months. How, it may be asked, has Griffith made it so? Well, for one thing, he has boldly handed the "fat" part of the piece over to the character woman. Eugenie Besserer, for years a mediocre actress, as Rosy Nell flies up to a plane of haggard, haunting, sinister, sad emotional tragedy that is as pathetic as it is real.

The best male role goes (ah, clever Mr. Griffith!) to the character-juvenile. As the road agent, Richard Barthelmess substantiates the promise of his wonderful Chink in "Broken Blossoms." Here is a bit of pantherine pantomime as swift and incisive as lightning and intelligent in every move and glance. Clarine Seymour, as Barthelmess' ragamuffin sweetheart, is quaintly within the picture, but the placid Carol Dempster will never do. where, oh where, was Mae Marsh when this role was cast?

To stop here, to let slip mention of all the fine individual acting, to scant the Bitzer photography, is not fair. But we require a couple of columns to do "Scarlet Days" justice. Let us change the old circus slogan to read: "Go one, go all!" You really must.

TELEPHONE 8860 CHELSEA

Intended for D. W. Griffith

"O wad some power the giftie gi'e us
To see oursel's as ithers see us."

HENRY ROMEIKE, Inc.

106 110 Seventh Ave., N. Y. City
NEW YORK

CABLE ADDRESS
"ROMEIKE" NEW YORK

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Address Philadelphia, Pa.

Date NOV 25 1919

Establi 84

"Scarlet Days"—Stanley.

The latest screen production of D. W. Griffith is "Scarlet Days," which was shown yesterday at the Stanley Theatre. Aside from the major offerings of Griffith, "Scarlet Days" is easily his biggest production and as it was unfolded the spectators were enthralled and delighted. The photography is of the best, the scenic effects were carefully studied and the story itself is of vital interest. The Griffith skill of arrangement and masterly handling of every detail are manifested in every phase of this splendid picture. "Scarlet Days" is of California in the tumultuous days of the late '40's, when that region was filled with treasure seekers and when banditry was as active a business as gold hunting. The picture presented by Griffith is one that teems with the elemental people who were always keen for a fight and tremendous in their lovemaking. Griffith has transferred to this wild background some of the knightly characters of history, and Blackstain is contrasted with Whiteheart, with the forces of evil having supremacy for awhile until the forces of good make their power felt. There was a Knight of the Robin Hood variety, a role taken with picturesque effect by Richard Barthelmess, whose fine work in "Broken Blossoms" helped to make that picture notable. Barthelmess in "Scarlet Days" was Alvarez, a courtly knight of the road, who was a friend and protector of the women who were greatly tormented by enemies. Chief among the feminine characters was Carol Dempster, who was reared in an Eastern school, under the direction of an aunt, and in ignorance of her mother. George Fawcett appears as the sheriff, Walter Long as Bagley and Clarine Seymour as Chiquita, who win at last the love of the long indifferent knight of the road. Besides "Scarlet Days" there were a comedy that amused every beholder, the usual special review, including many local happenings, and travel pictures. Special selections played by the Stanley orchestra, directed by A. F. Wayne, were from "Aida" and "Indian Lament," by Dvorak and Kreisler.

HENRY
ROMEIKE, Inc.
(ORIGINAL)
106-110 SEVENTH AVE.
NEW YORK
ESTABLISHED 1881

From Public Ledger
Philadelphia, Pa.

"SCARLET DAYS" OF '49 REVIVED ON SCREEN

Stanley Has New Griffith Photoplay—Farnum, Washburn and Walsh Features

STANLEY—"Scarlet Days": And now D. W. Griffith has done it, just when many persons were beginning to believe—and some to hope—that the wild western film story had run its lengthy course. He has taken very simple material for the foundation of his tale and has builded thereon a pictorial edifice instinct with beauty, tangibly atmospheric, vivid with activity and recreating, probably accurately, the golden '49 of southern California. The well-nigh perfection of the direction is that of the usual Griffith, the glory of the pictures' appeal to the eye, the result of the unique ability of the great Bitzer, his man at the camera. Yet withal, the photoplay has long stretches of the most commonplace of western melodrama, with reminiscences of ten years ago in its pistol play, its attacks on a log cabin, mountain chases, etc., etc., etc.,

Rosie Nell is an "entertainer" at Bagley's dance hall. Her daughter, Lady Fair—what an essentially Griffith touch in this nomenclature—innocent of her mother's profession, like the daughter of Shaw's Mrs. Warren, is attending boarding school in Boston. Unexpected she arrives at an inopportune moment when the woman is involved in a dance-hall tragedy. The mother's social status must be kept a secret from the girl and to this end, Alvarez, a handsome young Spanish desperado, Randolph, a first-family Virginian, and other sympathetic souls dedicate themselves. Begins here the romance, and with the winsome Richard Barthelmess as Alvarez and Ralph Graves as the Virginia knight of the white heart, Lady Fair is faced with a difficult choice. For her and her mother's sake, Alvarez sacrifices himself, though not to death, since his own Little Flameheart still awaits him. The Virginian wins the girl, who has meanwhile overheard the details of her mother's life at Bagley's.

The great golden episodes of the play are those in which Lady Fair and her mother are concerned. Here is such material as makes one forget the commonplace and rather trivial quality of the rest. For Eugenie Besserer, as the mother, loathing th[illegible] she leads, but doing all for the [illegible] long-dreamed-of future with [illegible]

a deep, true and beautiful stu... love without cloying sentimentality.

Carol Dempster, a recent "find" of... master, portrays Lady Fair in a fashion dear to the Griffith heart. No one but he has such quaint ideas of a young girl's behavior in given circumstances. Clarine Seymour, once a Cutie Beautiful, is here, Little Flameheart, whose adoration for Alvarez shines even through her unwashed face. George Fawcett appears briefly as a sheriff, the ineluctable in all western melodrama, and Walter Long is vigorous and base as the dance-hall proprietor. It is impossible in the present Barthelmess visage to recognize the idealistic young Chinaman of "Broken Blossoms." This young and very capable actor hardly fulfills all one's ideas of what Alvarez should do and be.

But why, Mr. Griffith, when you have set out to immortalize in celluloid a phase of the vastly varied history of California, should you choose this tale, true though it may be? With your genius what could you not do with the life of Fray Junipero Serra, whose years in that state were fuller of drama than the drama-crammed career of his great order's founder Il Poverello of Assisi? And among the many violent tales of political complexion laid in California's early days, why can you not picture for us Corra Harris's remarkable and also true story, "The Grey Dawn"? There's material worthy of your directorial mettle. "Scarlet Days" seems tame compared with the possibilities of such as these. Don't you remember, too, what a creation of exquisite beauty your adoring eleve Donald Crisp made of Helen Hunt Jackson's "Ramona"? However, one may admire the workmanship of the present picture without setting the seal of approval upon its subject.

ARCADIA—**"It Pays to Advertise"**: Both the author and the original star of this essentially American comedy are in Philadelphia this week. They are Roi Cooper Megrue and Grant Mitchell. The piece played a lengthy engagement at the Garrick some seasons ago, and it was found to be an exceptionally brisk and humorous affair, containing commercial references so familiar that each was good for a hearty laugh. There was also a pleasant romance mingled with the business aspects of the story.

All these elements have been retained in the photoplay version and, as is customary, the piece has been amplified to contain scenes the restrictions of the stage did not permit. It is very snappily acted, with Bryant Washburn, Frank Currier and Lois Wilson in the leading roles, while the direction by Donald Crisp has kept all the episodes in the proper spirit and atmosphere. There are times when as much fun is had from the subtitles as from the scenes, a frequently dangerous expedient, but here quite in keeping with the general theme of the tale.

TELEPHONES
MAMARONECK { 1190 1191 1192 1193

D. W. GRIFFITH STUDIO

ORIENTA POINT

MAMARONECK, N. Y.

Mamaroneck, N.Y. Nov.25th, 1919

Mr. Albert H. T. Banzhof,
2 Rector St.,
New York City.

Dear Mr. Banzhof:

Thank you for your letter of Nov.24th, regarding "Rio Grande" and "Polly with a Past".

Mr. Griffith, before leaving for Florida, wanted me to remind you about George Hill's contract. He wants to take an option.

Do you think that you could find out when Dick Jones will be coming on? On account of my previous relations with Mr. Sennett, you can realize that my position in the matter is a little delicate. We have a ~~whirl~~ of a story in sight for Dorothy which is just exactly in Dick Jone's line. I would like to find out when he will be coming on so as to have the story all ready for him to shoot.

Best regards,

Very truly yours,

H. C. Carr.

HC/GG.

Hearts of the World
Foreign Contracts

COMMUNICATION FROM FAMOUS PLAYERS-LASKY CORPORATION.

DATE Nov. 25, 1918.

TO
Mr. Banzhaf
Mr. Shauer

In connection with the Canadian contract for "Hearts of the World".

This contract provided for ten year rights granted by the War Office Cinematograph Committee, and the price includes six copies of the film.

The contract provided that the licensees may have as many additional copies as they want, within two years "upon payment of a sum equivalent to the cost, etc.," but not exceeding five cents per foot.

Mr. Shauer's letter of July 13th to Mr. Banzhaf in which he refers to an inconsistency in the sale of £8250 including six copies, and the later statement in the cable for the payment of five cents per foot is due to the fact that the cable undoubtedly did not make it clear that the original sale included the six copies and that the five cents per foot related to any additional copies.

The reason for the British War Committee providing for the sale of additional prints during a period of two years while granting rights for ten years may be explained upon the supposition that the Committee is desirous of terminating its affairs in a much shorter period than the ten years, and while it makes the grant for ten years, it does not wish to be under the obligation to furnish prints for a longer period than two years, at the end of which time it presumably intends to wind up its affairs.

There is no objection that I can see if Mr. Burlock assured the Allens of a supply of prints subsequent to two years that Mr. Griffith should confirm this promise to the extent of saying that additional prints after two years from the date of the agreement, to wit, July 29, 1918, will be furnished for the balance of the ten year period at cost, provided the negative is in existence. I would not use Mr. Ruben's expression "actual cost of printing" (see his letter of October 17, 1918). There is a cost of material as well as of printing, and there may be a tax in addition.

If you prefer you might tell Mr. Ruben that subject to the continued existence of the negative, Mr. Griffith will furnish prints at the expiration of the two year period at the rate of eight cents per foot F. O. B. Los Angeles, if the cost

COMMUNICATION FROM FAMOUS PLAYERS-LASKY CORPORATION

DATE Nov. 25, 1918.

TO

Mr. Banzhaf.
MR. Shauer.

of materials, printing and taxes do not exceed the present cost; is they do you will furnish them at eight cents plus the excess over the present cost.

Mr. Banzhaf says in his letter to me of November 15th that we will have to charge the six prints referred to in the Canadian contract "to the War Office London and receive a credit therefor from them on the final and adjustment of this matter. Will you kindly advise me if I am correct in this interpretation?" This matter I cannot advise on and refer to Mr. Shauer, as I have no knowledge of the system in vogue of charges or credits with the War Office, London.

The copy of the Australian contract furnished by Mr. Banzhaf, I presume is merely for our files.

EJL.

November 28th, 1919.

Mrs. Wm. Wallace,
503 E. Lemon Ave.,
Monrovia, Calif.

Dear Mrs. Wallace:-

Answering your letter of November 26th - I have paid the State and County taxes on the property, but the tax collector at Monrovia has never forwarded a bill to me for the city taxes. I am giving my father a check so that he can attend to this for me.

In regard to the insurance on the property, I had the Monrovia agent attend to this for me, and he made the endorsement on the policy and forwarded it to me, which was supposed to transfer the policy from my name into Mr. Wallace's name. However, the endorsement which the agent placed on the policy does not seem to be worded correctly to take care of a contract purchase, such as yours is, but I have been so extremely busy that I have been unable to look further into the matter. I expect to do this, however, within a few days and I will then deliver the policy to you.

Yours very truly,

November 28th, 1919.

Mr.J. C. Epping,
720 Long Acre Bldg.,
New York, N. Y.

Dear Mr.Epping:-

After posting our Journal Entry #350 copy of which you will find with our Weekly Report for November 22nd, our ledger shows a balance of $1054.04 due"Hearts of World", New York.

We are enclosing check for this amount,and this balances our account.

Yours very truly,

PDT:IR

Enc.

GENERAL ELECTRIC COMPANY
GENERAL OFFICE
SCHENECTADY, N. Y.

NEW YORK OFFICE
EQUITABLE BUILDING
120 BROADWAY

Studios Construction

November 28, 1919.

Mr. Albert H. T. Vanzahf,
2 Rector Street,
New York City.

My dear Mr. Vanzahf:

I am afraid it will be impossible for us to submit definite figures for the electrical apparatus for the Studio at Orienta Point until next week. Meanwhile, we will try to hurry the proposition through with the least possible delay.

I take this opportunity of thanking you very much for the courtesies extended to us and the privilege of quoting you on this proposition

Very truly yours,

L. Wintner
C.A.H.

SALES AGENT.

LWintner/EAH

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

1919 NOV 29 AM 10 27

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

1919 NOV 29 AM 10 07

Contracts

G16CH 33 NL 2 EXTRA

LOSANGELES CALIF NOV 28

ALBERT H T RANZHOF

1182 2 RECTOR ST NEWYORK NY

RE YOUR TELEGRAM NOVEMBER NINETEEN SAYING YOU WERE MAILING ME CONTRACT PURCHASE MY COINCIDENCE STOCK ON BEHALF MR GRIFFITH NEITHER CONTRACT NOR CHECK HAS ARRIVED HERE YET PLEASE ADVISE WHEN MAILED

HOWARD E MORTON LOSANGELES EXAMINER.

November 29th, 1919.

Mr. A. L. Grey,
720 Long Acre Bldg.,
New York, N. Y.

Dear Mr. Grey:-

Before Mr. Griffith went East and for some time previous, the Studio, on his instructions, provided photographs for Miss Dorothy and Miss Lillian Gish, to send to fans. These photographs were mailed out by Mrs. Ruth McConnell, who is an aunt of the girls. Mrs. McConnell takes the requests from the fans and forwards the photos to practically anyone who requests them. This is running into money very rapidly and I thought it best to apprise you of the figures in order that you might understand, and would possibly want to alter things a little.

Formerly, we got the photos for 9¢ apiece but since the stock has gone up, they cost us 10¢ apiece. The photo mailers cost $22.00 a thousand, or 2-2/10¢ each. Postage on these are 2¢ - cost for addressing envelope 1-1/2¢, - which brings the cost of these photo mailers up to 17-7/10¢. We have ordered fifty thousand mailers, and approximately one third of these have been disposed of in the last thirty days. Basing the total cost on the above figures, you will see that fifty thousand photos will cost $8850.00, and at the rate they are now mailing them out, these figures will easily be repeated three times a year.

I am merely calling your attention to this as a matter of information. Part of this expense is borne by Mr. Griffith on account of Miss Lillian, but Miss Dorothy's companies pay a proportion for her photographs. At any rate, it is costing considerable money and I do not believe that Mr. Griffith realizes just how much it is costing.

Another angle of the matter is this: I will be leaving here some time in Hanuary, presumably, and thereafter, there will be no one here to attend to paying these photographers bills, although there can easily be several thousand photographs to be mailed after that time in order to use up the fifty thousand mailers.

Yours very truly,

ECB:LR

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

November 29th, 1919.

Mr. A.H. T. Banzhaf,
2 - Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:-

I am handing you herewith our report #106 same being the record of our transactions for the week ending November 22nd. Included in this report, you will find our Journal Entry #360, which closes out to the New York office, all our picture accounts. I have already forwarded a copy of this report to Mr. Epping for his information. I have also forwarded separately to Mr.Epping a Trial Balance, which shows our records as of November 15th, after including the Journal Entry #369.

I have had a very strenuous time for the past month, due to the fact that I was working so short-handed. It was generally known that the office would close shortly and the people in the office who were not included in the party who went East, naturally began making an effort to locate elsewhere, and in the shuffle, I lost two of the employees on whom I relied the most, namely, my two bookkeepers. However, I am now supplied with office help whom I believe will remain with me until I am finished with my work here. It was unfortunate that they left just at a time when I should have had my most efficient staff on hand.in order to have supplied Mr.Griffith with the information that he has asked for, more promptly than I did. However, you cannot blame people for looking after their own personal interests and I have done the best I could.

Yours very truly,

ECB:IR

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

"Coincidence"

COPY

HOWARD E. MORTON

to

DAVID W. GRIFFITH

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that I, HOWARD E. MORTON, of the City of Los Angeles, State of California, party of the first part, for and in consideration of the sum of Five hundred ($500.) Dollars, lawful money of the United States to me in hand paid at or before the ensealing and delivery of these presents by David W. Griffith of the City , County and State of New York, party of the second part, receipt whereof is hereby acknowledged, have bargained and sold and by these presents do grant and convey unto the party of the second part, his executors, administrators and assigns, the right to publish and copyright both for dramatic operatic or motion picture purposes the story written by me entitled "COINCIDENCE" together with the World's dramatic operatic and motion picture rights in and to said story, and I hereby give and grant to said David W. Griffith, his heirs, executors, administrators and assigns the sole and exclusive right, license, liberty and privilege to produce and stage the dramatic operatic and motion picture play based upon said story, and to use the title thereof and produce said dramatic operatic and motion picture play in his own name or otherwise; together with the right and privilege of exhibiting, staging, selling, leasing, licensing and renting the same throughout the entire World, together with the right to copyright the dramatic operatic or motion picture production thereof in the name of said David W. Griffith, his heirs, executors, administrators and assigns, and the undersigned hereby warrants that he is the sole, exclusive and un-

qualified owner of the World's dramatic operatic and motion picture rights in and to said story entitled "COINCIDENCE" and has full right and authority to grant to the purchaser the sole and exclusive right, license and privilege to make or cause to be made dramatic operatic, or motion picture plays of said story or of any adaptation thereof in dramatic operatic or motion picture productions and produce the same throughout the World; and further represents that he has in no way conveyed, granted, hypothecated, assigned or in any way impaired such dramatic operatic or motion picture rights in and to said story and he hereby agrees to defend any action or actions brought against the said party of the second part at his own expense and hold the said party of the second part harmless from all loss arising out of ~~the~~ or sustained by reason of any claim or claims or suit or suits brought against the party of the second part by any person whatsoever contesting or disputing the title of either of the party of the second part or the party of the first part to the dramatic operatic or motion picture rights referred to herein, and the party of the first part gives to the party of the second part, his heirs, successors and assigns the privilege of changing the name of the story, the names of the characters and adding to or modifying or altering the said story for dramatic operatic or motion picture plays as the party of the second party may edect; and the party of the first part gives to the party of the second part, his heirs, successors and assigns, the right to advertise said dramatic operatic or motion picture play as he may see fit, provided however, that the party

on all films, programs and publicity matter, of the second part shall always give credit to the party of the first part as the author of said story, from which said dramatic operatic or motion picture play may be produced, and the party of the first part will execute or procure any further necessary assurance of the title in and to the said dramatic operatic or motion picture rights of said story, that may be required by the party of the second part.

IN WITNESS WHEREOF the party of the first part has hereunto set his hand and seal this 29th day of November one thousand nine hundred and nineteen.

(SGD) HOWARD E MORTON (L.S.)

CITY OF LOS ANGELES,)
COUNTY OF " " : ss.:
STATE OF CALIFORNIA.)

On this 29th day of November 1919, before me personally came and appeared HOWARD E. MORTON, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

ALFXANDER T SOKOLOW
Notary Public
In and for the County of Los Angeles, State of California
My commission expires January 27, 1921

Form 1206

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	X
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVER'S NO.
CHECK
CASH OR CHARGE
TIME FILED

Send the following message subject to the terms on back hereof, which are hereby agreed to

NOVEMBER 29 1919

HOWARD E MORTON
LOS ANGELES EXAMINER
LOS ANGELES CALIFORNIA

CONTRACT WITH CHECK MAILED TO MESTER BIDWELL AT OLD STUDIO FOR DELIVERY TO YOU HE WILL ADVISE YOU ON RECEIPT THEREOF

A H T BANZHAF

chg A H T Banzhaf
3 Rector Street,
Room 1615

1237 Filbert Street
San Francisco,
Nov. 30, 1919.

My dear Mr. Griffith —

I have just returned from seeing the premiere in San Francisco of your picture, "Scarlet Days." Somewhat over a year ago, I submitted to your office a scenario "Laughing Diablo" — a "Robin Hood" version of the life of Joaquin Murietta, elaborately developed in 29 typewritten pages, and asked of you, "Will you not make for us a real picture of the golden California days?" I gave this material

(2)

as historical with my sources, Nittell on Joaquin Murietta, Marryatt and others, in the belief that yours of all studios was to be trusted. History, however, does not give the purely romantic aspect of the character, and his regeneration through love of a virtuous girl of high class, in contrast with the coarse women of the Diggings. That was my own conception. And my locale was Hangtown, instead of Tarrytown. Mr. Bidwell and Mr. Taylor, of your editorial office, through whose hands my MSS passed, always returning to me favorably reviewed under one or the other of their signatures, will confirm these statements; and if you

wish I will send to you the scenario in question. After rejection by your office, the story was sent simultaneously to Wallace Reid and Thos. Meighan, who still hold it despite repeated and unavailing requests for an answer, now running to a year.

The picture now issuing from your studio as "Scarlet Days" is my idea and material in another dress. And in view of your recent action against plagiarism, which we were all glad to see, I am sure you will do what is just in acknowledgment and recompense. You are doubtless, as I am, the victim of your editorial staff.

"Scarlet Days" is a picture such as you only can give us — the portraying of a theme otherwise trite; — but if I may venture an opinion, it seemed a pity in a charming mise-en-scene to have subordinated, or split, what is potentially a heroic figure, equal to any in romantic history. This was my idea in the "Diablo."

Very sincerely
Alice E. Philipps.

To Mr. D. W. Griffith
Los Angeles.

(C o p y)

1237 Filbert St., San Francisco,
November 30, 1919.

Mr. D.W. Griffith,
Los Angeles, Cal.

Dear Mr. Griffith:-

I have just returned from seeing the premiere in San Francisco of your picture "Scarlet Days." Somewhat over a year ago I submitted to your office a scenario, "Laughing Diablo," a "Robin Hood" version of the life of Joachim Murietta, elaborately developed in 29 typewritten pages, and asked of you, "Will you not make for us a real picture of the golden California days?" I gave this material as historical, mentioning Hittell on Joaquim Murietta, Marryatt and others, in the belief that yours of all studios was to be trusted. History, however, did not give the purely romantic aspect of the character or his regeneration through love of a virtuous girl of high class in contrast with the coarse women of the Diggings. That was my own conception. And my locale was Hangtown instead of Tarrytown. Mr. Bidwell and Mr. Taylor, of your editorial office, through whose hands my MSS passed, always returning to me favorably reviewed under one or other of their signatures, will confirm these statements; and if you wish I will send to you the scenario in question. After rejection by your office, I sent the story simultaneously to Wallace Reid and Thos. Meighan, who still hold it despite repeated but unavailing requests for an answer, now running almost to a year.

The picture now issuing from your studio as "Scarlet Days," under the authorship of S.E.V. Taylor, is my material in another dress. And in view of your recent action against plagiarism, which we all welcomed, I am sure you will do what us just in acknowledgment. You are doubtless, as I am, the victim of your editorial staff.

"Scarlet Days" is a play such as you only give us -- the poetizing of an overdone theme. But if I may venture an opinion, it seemed a pity in a charming mise-en-scene to have subordinated what is potentially a heroic figure equal to any in romantic history. This was my idea in the "Diablo."

Very sincerely,

Alice E. Ruleff

file 11/19 Studio

OFFICE

E. C. Bidwell -- (2)
C. G. Bush (2)
J. H. Blake 1
Agnes Wiener 1

SCENARIO

M. M. Stearns (1)
Wells Hastings (5)
S. E. V. Taylor (2)
J. Irwin (1)

PUBLICITY

J. Lloyd (2)
Harry Carr (2)

MUSIC

L. Gottschalk (3)

CUTTING

J. Smith (1)
Millie Richter (1)
Irene Morra (1)

CLIFTON CO.

Elmer Clifton (2)
Leigh Smith (2)
George Hill (1)
Dorothy Gish (1)

D.W.GRIFFITH COMPANY

D. W. Griffith (2)
George Beranger (1)
A. P. Hamberg (1)
G. W. Bitzer (2)
L. C. Bitzer (1)
P. W. Saunders (1)
Aaran Tycko (1)
Adolphe Lestina (1)
Lillian Gish (2)
Eugenie Besserer (1)
Carol Dempster (2)
Clarin e Seymour (2)
George Fawcett (1)
Ralph Graves (1)
Robert Harron (1)
Ray Cannon (1)
Kate Bruce (1)
Kate Toncray (1)

EXTRAS

Rhea Haines (1)
~~Norman McNeil (1)~~
Porter Strong (1)
~~George Nicholls (1)~~
Mrs. Crowell (1)

CONSTRUCTION

Sid Koster (2)
F.E. Summers (1)
A. Winselman (1)
Max Skowronski (1)
Fred Steffes (1)
Mrs. Rodriguez (1)
~~Mrs. Jones (1)~~
H. Sutch 1
Mrs. Sutch 1
Andrew Reid 2

Smith

KNOW ALL MEN BY THESE PRESENTS:

That I, DAVID W. GRIFFITH, of the city, County, and State of New York, in consideration of the sum of One Dollar ($1.00) receipt of which is hereby acknowledged and for other good and valuable consideration, have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer and set over to CENTRAL UNION TRUST COMPANY, of the City of New York, any and all sums of money now due or to become due from the FIRST NATIONAL EXHIBITORS CIRCUIT INC., arising out of a certain contract dated the Twenty-first day of January, 1919, between DAVID W. GRIFFITH and the said FIRST NATIONAL EXHIBITORS CIRCUIT INC., pursuant to the terms of which contract said DAVID W. GRIFFITH is entitled to receive the sum of ONE HUNDRED SIXTY THOUSAND DOLLARS ($160,000) on or before January Thirtieth, 1920. And any and all other sums now due me or that may hereafter become due me arising out of contract aforesaid; And I do hereby give said CENTRAL UNION TRUST COMPANY full power and authority for its own use and benefit but at its own cost to ask, demand, collect, receive, compound and give acquittance for the same or any part thereof, and in my name or otherwise to prosecute and withdraw any suits or proceedings at law or in equity therefor.

This assignment, however, is made to secure the said CENTRAL UNION TRUST COMPANY against any loss and damage which it may incur or sustain by reason of its loan on a certain promissory note made by the undersigned, dated the _____ day of November, 1919 for the sum of ONE HUNDRED SIXTY THOUSAND DOLLARS,

($160,000), payable on demand to the order of self, duly made and endorsed by said DAVID W. GRIFFITH and upon the condition that the payment of said note by said DAVID W. GRIFFITH on demand will render this assignment void but otherwise this assignment be in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this [illegible]ay of November, 1919.

Signed and sealed in the presence of

D W Griffith

Display

and

Griffith Studio.

SALES CONTRACT

BETWEEN:

DISPLAY STAGE LIGHTING CO.Inc., (
314 WEST 44th STREET) Party of the First Part.
NEW YORK CITY (

AND:

D.W. GRIFFITH'S STUDIOS)
720 LONGACRE BLDG., (Party of the Second Part.
NEW YORK CITY)

1- Party of the first part guarantees the entire equipment herein described to be free from defects and poor workmanship.

2- The parties hereto do hereby agree that the party of the first part shall not be liable for any delays in delivery due to inability to obtain material or to strikes or to accidents and other causes beyond its control. That the party of the second part agrees to make full payment to the party of the first part for the equipment supplied under this contract, according to the terms hereof. The party of the first part is not liable for any damage to, or loss of the equipment herein described or any part thereof after the same is shipped by the party of the first part.

3- All terms and provisions of the contract between the parties hereto are fully set out herein, and no agent, salesman, or other party is authorized to bind the party of the first part by any agreement warrenty statement, promise or understanding not herein expressed, and no modifications of the contract shall be binding on either party unless the same are in writing accepted by the party of the second part and approved in writing by the party of the first part, Executive Officer, and it is expressly agreed and understood that there are no promises, agreements, or understandings, verbal or otherwise, outside of this contract with its attached specifications.

4- This Contract is subject to the written approval of the Executive Officer of the party of the first part and shall not be binding upon the party of the first part until so approved. It is further agreed that the title to the equipment supplied under the terms hereof shall remain in the party of the first part until full payment has been made by the party of the second part according to the terms stated in paragraph 6 hereof, and that the party of the second part shall keep the same properly insured during such terms for the benefit or the party of the first part.

5- Party of the first part agrees to supply instructions necessary for the proper operation of the e equipment supplied under this contract at cost plus ten (10%) percent, which the party of the second part agrees to pay in consideration of such services.
Engineering services and service voluntarily supplied by the parties of the first part hereto will be supplied free of charge.

6- The party of the first part hereby agrees to deliver, subject to the terms of this agreement, the equipment and material as described in the attached specifications, within 120 days after the signing of this agreement, f.o.b. Plattsburg,N.Y.

in consideration of the sum of ($31,748.50) Thirty One Thousand Seven Hundred Forty Eight Dollars and Fifty Cents, and in consideration, further, of the foregoing convenants of this agreement which are hereby accepted by the party of the second part, and the party of the second part does hereby agree to pay said sum of ($31,748.50) Thirty One Thousand Seven Hundred Forty Eight Dollars and Fifty Cents to the party of the first part, such payment to be made in amnner following($5,250.00) Five Thousand Two Hundred Fifty Dollars on the signing of this agreement, the receipt of which is hereby acknowledged. ($5250.00) Five Thousand Two Hundred Fifty Dollars September 15th, at which time the equipment will be 25% complete. ($5250.00) Five Thousand Two Hundred Fifty Dollars October 15th at which time the equipment will be 50% complete. ($5250.00) Five Thousand Two Hundred Fifty Dollars November 15th at which time the equipment will be 75% complete. ($5250.00) on the 15th of December when the equipment will be complete and ready to ship. The remaining ($5498.50) to be paid four months after the delivery of the equipment herein specified.

DISPLAY STAGE LIGHTING CO. Inc.,

BY W. E. Rice .....SEC.

Party of First Part.

Acceptance: The foregoing contract is hereby accepted and agreed to this

...28th...day of August 1919.

By.....

Party of Second Part.

STANDARD SPECIFICATIONS

OF

TALBOT FORCED-CIRCULATION BOILERS

1. FRAME WORK

The heating surface and jacket are supported and held in position by a substantial wrought steel frame, the headers and tube sheets being supported by steel brackets secured to these frames screws. The door frame, as well as the jacket panels and boiler feet, are secured by bolts of ample size to carry the weight of the parts.

2. TUBES

The Talbot Boiler heating surface is comprised of steel pipe tubes of standard weight. Each tube is provided with a suitable thread on one end to fit the standard pipe tapped headers, except that the taper of the threaded ends of tubes is greater than the taper of the tapped holes in the headers, thereby facilitating removal of the tubes. The opposite end of each tube is flattened, welded and swedged down to substantially the diameter of the tube, thus the tube end is re-enforced to suit the tube wrench used for securing in place. All tubes of a like diameter are to be interchangeable.

3. REGULATOR TUBES

The welded end of a standard tube is fitted to receive the connection to the lever of the automatic regulator.

4. CIRCULATING TUBES

Each of the outer tubes, including the regulator tube, are provided with an inner, or circulating tube, which is open at both ends and provided with a thread at one end suitable to fit the standard-tapped partition in the header. Each circulating tube is reduced in thickness, and is provided with suitable notches on the outer end to fit a socket wrench.

5. HEADERS

The headers are of crucible steel, machined on one side to receive the tubes, and machined on the opposite side to receive the connection fittings. The headers are dored so that the water and steam within the boiler are forced to circulate through all tubes. Each core receiving water or steam delivers the same to the next cire, only after having passed out of the ends of the circulating tubes screwed into the partition separating it from the next core.

6. CONNECTION

Each header is connected to the next succeeding header by a trap-pipe connection of extra-heavy steel pipe, arranged to prevent the water in the upper headers from gravitating to headers below. The fittings of said connections comprise crucible steel castings tapped to receive a cap or plug fitting one one

end to fit a right and left-hand screw having a hexagonal cored center. The end of the fitting having the left hand thread is faced smooth to form a steam tight ball joint between the fitting and the connection boss on the back of the header.

7. TUBE SHEETS

The tubes of each header are supported at the free ends by a separate tube sheet, which is perforated with holes of sufficient diameter to facilitate the removal of the tubes with ease. The tube sheets are so arranged that all of the tubes, as well as the header to which they are secured, may be removed through the firing end of the boiler.

8. FURNACE HEADERS

The two side headers are connected by an end wall having a high velocity of circulation to prevent over-heating.

9. DOOR FRAME

The door frame is of steel, and provided with a continous channel through which the feed water circulates after passing thru the main check-valve of the boiler. This passage is intercepted by the main automatic regulator valve which is arranged near the top of the door-frame, which is machined to receive the non-corrosive parts of the valve proper. Inwardly projecting heating surface is provided at both sides and at the top of the door frame, protecting the tube-sheets of the boiler from the heat of the furnace. Suitable bosses are provided for the inlet and outlet pipe connections.

10. JACKET

The jacket comprises sheet metal panels clamped in position by finishing strips, minimizing the number of bolts used, yet making the jacket substantially air tight, using few bolts of larger diameter, in this way overcoming the difficulty of corrosion and breakage of many small screws and facilitating the removal of the jacket in a relatively short time, this being rarely necessary because the entire heating surface or any part of it may be removed at the firing end of the boiler.

11. ASH PAN

The ash pan, or bottom of the jacket, is made of sheet metal of substantial thickness, and is made oil-tight so as to form a receiver for oil drippings from the burner, preventing oil leakage into the boiler room.

12. DOORS

The boiler is provided with suitable firing, inspection and repair doors.

13. FURNACE LINING

All parts of the furnace exposed to the action of the fire, except the bottom, are faced with brick or fire clay, and properly insulated to minimize the radiation of heat to the exterior and bottom of the boiler.

14. DAMPER

A damper is provided and so fitted that various adjustments may be easily made to the amount of opening.

15. AIR BAFFLE

A suitable air duct is provided which heats the air admitted to the damper and prevents the high velocity of the gasses of combustion from interfering with the current of the incoming air.

16. INSULATION

The space between the heating surface and the jacket is filled with insulation of sufficient thickness to minimize the radiation of heat, which together with cold heating surface always uppermost in Talbot Boilers results in a cool boiler jacket.

17. AUTOMATIC REGULATOR VALVE

The automatic regulator valve is to be provided on the front or firing end of the boiler in a position where all of the parts are accessible for adjustment and repair. The valve is operated through suitable connections by one of the boiler tubes which line the furnace, so that when the tube expands a larger amount of water is admitted, and as the tube contracts the supply of water is reduced.

18. OIL VALVE

The oil fuel is automatically shut off within safe temperature limits by the automatic oil valve in the oil passage to the burner, an adjustable connection normally holding the valve open, and operated by the regulator mechanism, as the tube expands to a certain predetermined point, the valve cuts off the supply of oil to the burner. This valve is adjusted to be opened when the heating surface as well as the steam is cooled down below the temperature for which the valve is set. This device prevents over-heating and insures the durability of the boiler.

19. HAND FEED VALVE

The hand feed-valve is provided in the passage in the door frame and is fitted with a special dial calibrated so that it is readily set to the desired amount of opening, facilitating the accurate adjustment of the superheat, steadying the action of the automatic regulator, and facilitating the delivery of uniform temperature of steam.

20. SOOT BLOWER VALVES

Soot blower valves are provided between each of the upper headers, and so arranged that each valve supplies a set of nozzles arranged horizontally to blow the soot longitudinally off the tubes.

21. STACK JET

Nozzles are arranged in the uptake and are supplied with live steam. These nozzles are of the expansion type, designed to reduce the pressure by expansion thereby increasing the volume without a great loss of velocity.

22. TEST VALVES

A test valve is arranged on the main steam line, and is used for roughly determining the temperature of the steam, and to also provide a small auxiliary lead for heating water, etc.

23. GUAGES

The boiler is equipped with two duplex guages. One of the duplex guages is calibrated to show the feed pressure, and also the pressure in the upper part of the boiler. The other guage is calibrated to show the steam pressure and the pressure on the oil supply at the burner.

24. MANIFOLD CONNECTION

The main steam line is carried to the front of the boiler where a manifold connection is provided for the main stop-valve safety valve, auxiliary stop-valve, and whistle stop-valve, all of which are fitted for the use of superheated steam, having non-corrosive seats capable of standing high temperatures.

25 TOOLS

The following special tools are provided: A hexagonal tool steel short bar is provided for each sized hexagonal nipple and cap used in the connections; an inner and outer tube wrench is provided for each size tube used.

26. GUARANTEES

a- The pressure parts of the boiler or boilers herein specified shall be tested at one thousand pounds hydrostatic pressure (the water used not to exceed 100 degrees Farenheit temperature), and shall show no serious leaks of defects in the strength of the material at said test pressure.

b- The boiler or boilers herein specified shall evaporate the equivalent aggregate weight of 9000 pounds of water per hour from and at 212 degrees Farenheit. There are to be four boilers supplied.

STANDARD SPECIFICATIONS

OF

TALBOT MARINE FOUR-CYLINDER SUPERHEATED STEAM ENGINES

CYLINDERS

The cylinders are of cast steel having the exhaust port mid-way between the ends of the cylinders, the exhaust port being of sufficient size to permit the free exhausting of steam at eighty times the volume of the steam entering the cylinders. A large exhaust chamber is cast integral with the cylinder, havin an area equal to that of the cylinder itself. Cylinders are machined to receive the renewable liners and faced to form a joint preventing the leakage of superheated steam at high pressures.

CYLINDER LINERS

Each cylinder is lined with close grained cast iron carefully bored so that when the cylinder is heated the walls are parallel, in this way preventing the breakage of rings by continual working. The liners are made so that leakage of live steam into the exhaust port is impossible, yet each liner is easily removed from the cylinder. Each liner is clamped between the two parts of the cylinder and the exhaust port is formed at the center of the liner so that diagonal bars bridge the port, thus permitting the piston rings to pass over the port without wear.

PISTONS

The pistons are provided with renewable cast iron running rings and packing rings. The outwardly bearing rings have extremely light pressure suited to the use of superheated steam without the use of cylinder oil.

PISTON RODS

The piston rods are tool steel having high tensils strength and are so arranged that the piston may be easily removed from the upper end of the rod, the lower end being readily detached from the crosshead, so that the clearance at the ends of the cylinder may be adjusted.

VALVES

Main engine valves are of the balanced piston type, actuated by cams on the crank-shaft. Each valve spool is of steel and is fitted with narrow cast-iron rings. There are two valves and one valve-chest for each pair of cylinders, and one cam-roller actuated by any one of the five cams on the shaft. Two valves are secured on each valve-stem, each valve controlling two steam-ports. The use of piston valve permits the cam-roller to run firmly against the face of the cam, entirely eliminating all noise usual with valves of the poppet type, which require clearance in the cam-roller to insure seating of the valves

VALVE GEAR

The valve gear is free from links and operating arms, and is extremely simple. The end of each valve-stem is secured to a yoke holding a fixed spindle on which the cam-roller revolves. The yoke permits the longitudinal movement of the cam-roller by the control-lever, allowing it to be brought into engagement with any of the various cams, facilitating in this way not only the ease of reversing the engine but also varying the cut-off, The cam-roller is guided in such a manner that it is permitted only to travel vertically, a piston on the valve stem being supplied with steam or air, and holding the cam-roller guide is shifted to vary the position of the cam-roller by an oil-piston which is readily operated from any part of the vessel, the motion being transmitted hydraulically through two oil-pipes between the cam-roller and the handling-lever and its piston. The cam-roller and valve stem are raised clear of the cam by the pressure being relieved from the upper side of the valve operating piston on the valve stem, and applied on the lower side of this piston. This is accomplished by the movement of the throttle lever. The throttle valve also is operated by an oil-piston from any convenient location of the throttle lever. The engine because of this feature may be handled from the pilot house if desired, the handling being done with two small evers with little manual effort. The speed is easily varied either ahead or astern from four revolutions to four hundred per minute. Pilot house control is only furnished on plants of 200 H.P. or more.

VALVE STEMS

The valve stems are of tool-steel of high tensils strength The lower end of the valve-stem is adjustably secured to its operating piston. Each valve stem is easily detached from its operating piston and the cam-roller yoke, permitting the valves to be adjusted and to be removed for inspection or repair.

STUFFING BOXES

The piston rod stuffing boxes are connected to the cylinder heads by a steel neck around the rod. The stuffing box is fitted with a cooler thus cooling the packing from the heat of the superheated steam used. Oil is supplied to the oil space in the center of the double-ended gland from the automatic oiling system: thus the packing is cooled and the rod is swabbed continuously during the operation of the engine, overcoming the necessity for frequently repacking the piston rods, and keeping the rods moist and smooth when the engine is using steam having a temperature of 650 degrees. The valve stems are swabbed in a similar manner.

CRANKSHAFT

The crank shaft is made of crucible or vanadium steel, and is accurately machined so that the various bearings are in perfect alignment with the cylinders.

CONNECTING RODS

The connecting rods are of steel and are hollow, the hollow center being used as an oil-way and forming a part of the oil system in such a manner that oil is furnished under pressure to both the wrist-pin bearings and the surfaces of the slippers. The bottom end of the connecting-rod has renewable bearings of high grade crank-pin metal. Bearings and ends of connecting rods are planed male and female to fit caps.

CROSSHEADS

The crossheads are provided with adjustable caps forming wrist-pin bearings. These bearings are lined with anti-friction wrist-pin metal. The wrist-pin bearing bolts are arranged so that by lowering the engine to the bottom of the stroke, the nuts are accessible by removal of a panel in the oil-tight crank-cases.

CROSSHEAD GUIDE

The guides are bored concentric with the cylinders and are of cast iron. Each guide is adjustably secured to the frame so that the wear is readily taken up.

THRUST BEARING

The thrust bearing is provided with a sufficient number of collars to insure distribution of the bearing pressure over liberal surfaces. Forced lubrication is supplied to thust bearings.

BED PLATE AND STANCHIONS

The bed plate is provided with large renewable bearings, fitted with crank-pin metal of high quality. The length of the main bearing and crank-pin bearings is greater than the diameter, and the diameter of all the crank shaft and crank-pin bearings is greater than one half the diameter of the cylinder bore. The bed plate is made of steel, having an oil-tight pan, forming the bottom in such a way that the oil is prevented from leaking even if the engine were filled with oil as high up as the wrist-pins. The bed plate is planed to receive the pumps and the stanchions. All of the main bearings are planed, male and female to receive the caps and the stanchions, and the raised flange on the bed plate provide smooth surfaces for receiving the oil tight panels which completely enclose the running parts and prevent leakage of oil.

PUMPS

The engine is provided with three pumps, a boiler feed pump, and air compressor, and an air or vacuum pump. These three pumps are cast en-bloc, and are provided with renewable liners. The feed pump and air-compressor have renewable valve seats of nickle steel and are fitted with ball valves, the lift of which is adjusted from the outside, permitting the capacity of the pumps to be regulated by adjusting the suction valves.

CYLINDER LAGGING

The cylinders and all of the heated parts of the engine are covered first with an ample thickness of insulating material and an additional insulation of hard wood in strips, which are provided with an oil finish, and which together with the high polish exposed and nickle plated parts gives the engine a handsome appearance adding to the beauty and reducing the cost and necessity of polishing these parts, as found necessary with engines where steel running parts are exposed.

OILING SYSTEM

The oil is used over and over again in large quantities, being furnished under pressure by a pump which discharges oil into the hollow crank-shaft and into the connection rods, guides, pins main bearings and all the principal running parts of the engine, keeping these bearings under oil pressure, so that the bearings-metal and pins are kept from rubbing contact by a pressure oil film insuring greatest durability, silent operation and maintained alignment.

LACK OF VIBRATION AND EASE OF STARTING

The engine having four cylinders is arranged so that each pair of cylinders is perfectly balanced, the opposite pair being set at 90 degrees so that the engine will start regardless of the position in which it may stop. Each engine is so perfectly balanced that engine vibration is substantially overcome in fact the vibration is as slight as in a steam turbine engine. The oil used is that for lubricating the running parts only, the cylinders are "broken in " to service with graphite, and requiring a small amount of graphite only each month, thus substantially eliminating the cost of cylinder lubrication which can not be overlooked in any other form of power, as the Talbot Complete Power Plant requires less total cost of operation than the cost of lubricating the cylinders in producer gas, heavy-oil types, gasolene or distillate engines.

TOOLS

The tools which are furnished are,- one oil syringe, one oil can, one graphite cup, pliers and adjustable wrenches.

There are to be two-two hundred and one-one hundred horsepower engine furnished.

STANDARD SPECIFICATIONS

TALBOT SURFACE CONDENSERS.

SHELL

The shell of the condenser is to be of tank steel sufficient in thickness to hold the atmospheric pressure- There is to be flanged opening at the top for the exhaust steam and an outlet at the bottom for the air pump connection. The ends are to be flanged and drilled for the heads.

HEADS

One of the heads is to be drilled and tapped for the inner and outer tubes and faced and drilled for the flanged ends of the condensers shell and is to be provided with an inlet and outlet for the circulating water connections. The head is to be so cored as to provide a forced circulation in the tubes. The plain head is to be faced and drilled for the flanged end of the condenser shell and is to be provided with a drain connection.

TUBES

The Talbot Condenser cooling surface is comprised of steel pipe tubes of standard weight. Each tube is provided with a suitable thread on one end to fit the standard pipe tapped headers, except that the taper of the threaded ends of tubes is greater than the taper of the tapped holes in the headers, thereby facilitating removal of the tubes. The opposite end of each tube is flattened, welded and swedged down to substantially the diameter of the tube, thus the tube end is re-enforced to suit the tube wrench used for securing in place. All tubes of a like diameter are to be interchangeable.

CIRCULATING TUBES

Each of the outer tubes, including the regulator tube, are provided with an inner, or circulating tube, which is open at both ends and provided with a thread at one end suitable to fit the standard tapped partition in the header. Each circulating tube is provided with suitable notches on the outer end to fit a socket wrench.

TUBE SHEET

The free ends of the tubes are to be supported by a tube sheet of sufficient thickness to carry the weight and perforated to permit the expansion and contraction as well as the free renewal of all of the tubes.

Two 300 Horsepower condensers are to be furnished.

Two Duplex steam driven feed pumps with a ratio of 6 or 7 to 1 between the steam and water ends to be furnished.

2- Oil pumps and air chamber capable of supplying fuel to the burners of a capacity of 600 Horsepower are to be furnished.

Cast iron bed plates for engines and generators are to be furnished.

There are no fuel tanks nor uptakes and smoke stacks furnished, nor are the electric generators, wiring, piping, valves fitting nor installation included in the equipment.

CIRCULATING PUMP

Centrifugal circulating pump having capacity for furnishing cooling water for each 300 Horsepower condenser is to be furnished.

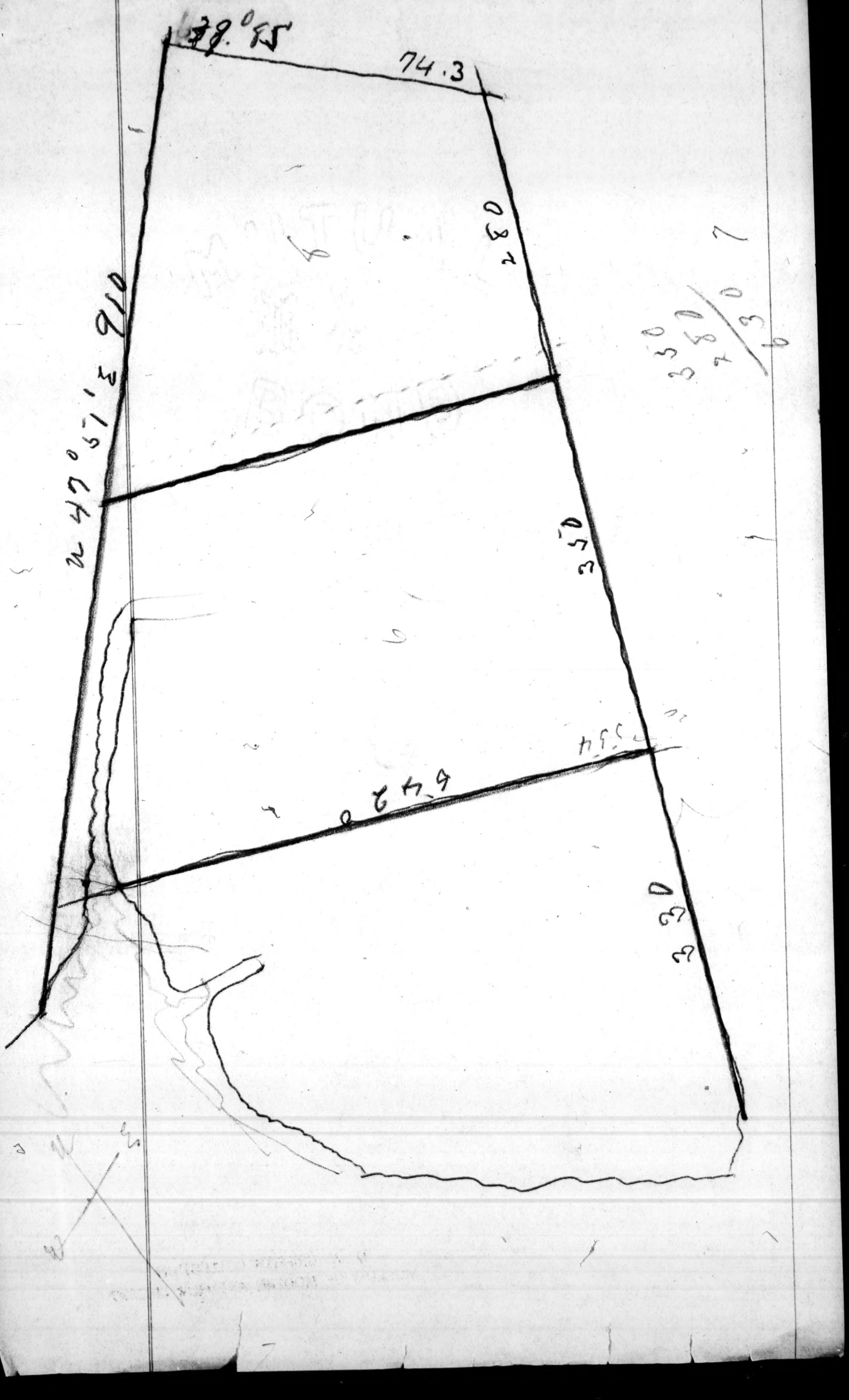
The complete Talbot plants are furnished guaranteed to operate on and less than one pound of crude oil as fuel per horsepower at rated capacity.

We will furnish you with sufficient boiler power to operate engines for driving three 100 K. W. Generators and one 100 K. W. Generator. Making delivery on this boiler capacity in twenty days from the date of signing and closing a contract for a permanent installation.

The temporary installation will consist of second hand engines which I will purchase for your account with the understanding that the present owners agree to buy these engines back. In any of event you will be credited with any payments or advances which you make for the purchase of these engines on the purchase price of the complete power plant, so that you will not lose money in the purchase of this second hand equipment except the money which you lose in freight charges and installation charges.

I realize that we will have to furnish more than twice the boiler capacity for operating these engines than is required in the operation of the standard Talbot Complete Power Plant Condensing. We agree to loan this extra boiler power without extra cost, our aim and interest being that of fitting you up with our complete power plant and backing this up for the results.

We agree to insure the equipment during the process of manufacture and until delivery is made to the party of the second part.


74.3
280
340
N 47° 51' E 910
340
643

HOWELL
30.68 Acres.

Pear Inlet.

Pickley

CRAWFORD
2 Acres

ORIENTA AV

ORIENTA

Cove

Delancey

ROAD

BLEEKER

GREACAN
23.3 Acres

Henderson

AV

ORIENTA

GRIFFITH
26.8 Acres.

Long Island Sound.

ORIENTA AVE.

L O N G I S L

APPROXIMATE LINE OF NEW YORK STATE WATER GRANT

Face of Sea Wall

FLAGLER

EARLE

ROAD

SECTION Nº2

SECTION Nº1

APPROXIMATE LINE OF NEW YORK STATE WATER GRANT

NOTE
BEARINGS AND DISTANCES ON WATER GRANT L
ARE IN ACCORDANCE WITH MAPS FILED AT TH
STATE ENGINEERS AND SURVEYORS OFFICE

L A R C H M O N T

I, A. J. Foote, the Surveyor who made this amended map do hereby certify that the survey of the property shown here on was completed June 29th, 1926. and this map was completed Jan 27, 1928

A. J. Foote.
Larchmont, N.Y

AMENDED

SUBDIVISION MAP OF

EDGEWATER POINT

SECTION Nº1

IN THE VILLAGE OF MAMARONECK

WESTCHESTER COUNTY, N.Y

SCALE OF FEET

JAN 27, 1928

R. H. Stevens and A. J. Foote, Engineer
Hillside Arcade - Larchmont, N.Y.

NOTE
BEARINGS AND DISTANCES ON WATER GRANT LINE ARE IN ACCORDANCE WITH MAPS FILED AT THE STATE ENGINEERS AND SURVEYORS OFFICE

OVERSIZED DOCUMENT FILMED

File Ridgewater Point

Form 120

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	X
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVER'S NO.
CHECK
CASH OR CHARGE
TIME FILED

Send the following message subject to the terms on back hereof, which are hereby agreed to

Griffith income tax matters.

December 1 st 1919

E C BIDWELL 4500 SUNSET BOULEVARD

LOS ANGELES CALIFORNIA

MAIL AT ONCE TO ME MR GRIFFITHS RECEIPTED INCOME TAX BILLS PAID THIS YEAR AND PAY TAX DUE THIS MONTH AT ONCE AND FORWARD THAT RECEIPTED BILL ADVISE IF YOU HAVE NOT SUFFICIENT FUNDS TO PAY LAST INSTALLMENT DO THIS AT ONCE

BANZHAF

Chg. Albert H T Banzhaf,
Rm 1615 - 2 Rector St.

Form 1206

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	X
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVER'S NO.
CHECK
CASH OR CHARGE
TIME FILED

Send the following message subject to the terms on back hereof, which are hereby agreed to

December 1st 1919

DAVID W. GRIFFITH THE BROWARD
FORT LAUDERDALE FLORIDA

BIDWELL HAS RECEIPTED TAX BILLS FOR FIRST THREE INSTALLMENTS THIS YEAR LAST INSTALLMENT DUE THE FIFTEENTH OF THIS MONTH HAVE WIRED HIM TO FORWARD RECEIPTS TO ME AT ONCE WITH INSTRUCTIONS TO PAY THE DECEMBER INSTALLMENT AT ONCE AND FORWARD THAT RECEIPT WILL HAVE IRVING MAKE ESTIMATE THIS YEARS TAXES BUT BELIEVE SAME WILL NOT BE NECESSARY FOR PASSPORTS REGARDS

BANZHAF

Chg Albert H.T. Banzhaf,
Rm 1615 2 Rector St.

December 1st, 1919.

Mr. Joseph Altschuler,
Studio.

Dear Sir:

Agreeable to your request, this will be your permission to store such equipment of your own as you may desire in our vaults and in the factory itself--such equipment as you expect to use after I remove the equipment belonging to Mr. Griffith. As per our understanding with Mr. Banzhaf, it will be agreeable to sell you one Bell & Howell printing machine at cost, and such other small pieces of equipment or apparatus that belong to Mr. Griffith, but which would make practically no difference to him whether or not it was removed.

Yours very truly,
D. W. GRIFFITH STUDIO,

Manager.

ECB/W

December 1st 1919.

DAVID W. GRIFFITH STUDIO

-to-

D. W. G. CORPORATION, Dr.

- -

Rent for September, October, November and

December at $6500 per month - - - - - - - - -$26,000.

Paid Dec. 30th 1919.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

December 1st 1919.

D.W.G. CORPORATION

to

ALBERT H.T. BANZHAF, DR.

- -

To Professional services for month of November - - - $150.

Received Payment,
DEC 2 19
Albert H.T. Banzhaf

U. S. TREASURY DEPARTMENT
Customs Cat. No. 7525.
T. D. 37470.—FORM WTB 105.
C. D. Sept. 24-18.

(For United States Customs and War Trade Board.)

This space for use of Customs.

No. _____

(Code No. Dist.) (Port.)

Manifest No. _____

SHIPPER'S EXPORT DECLARATION

OF MERCHANDISE SHIPPED TO FOREIGN COUNTRIES OR NONCONTIGUOUS TERRITORIES OF THE U. S.

☞ Clearance will not be granted until shipper's declaration has been filed with the Collector of Customs.
U. S. Government export statistics are compiled from this declaration and it must be correct.

Goods shipped by D. W. GRIFFITH STUDIO
(Name of actual shipper.)

Address 4500 Sunset Blvd. Los Angeles, Calif. From Los Angeles, Cal.
(Number.) (Street.) (City.) (State.) (Place of original shipment.)

Via American Railway Exp. For shipment on the _____
(Carrier from interior point, if any.) (Name of carrier. If vessel, give name, motive power, and flag, if known.)

From Los Angeles, Cal. To ultimate foreign destination of goods TORONTO CANADA.
(U. S. Customs port of exportation.) (City.) (Country.)

Marks and numbers.	Number and kind of packages, e. g., 17 crates, 40 boxes, 60 cases, 75 bags, 90 barrels, etc. See par. 9 on back.	COMMODITY. Describe the articles fully, as canned pork, printed cotton cloth, printing presses, apples, etc. General terms, such as meats, dry goods, machinery, fruits, etc., will not be accepted. See par. 8 on back. Read instructions on back.	War Trade Board Code number. See par. C on back.	Quantity (net weight only). State in standard export units, as lbs., tons (of 2,240 lbs.), gallons, yards, bushels, etc. See par. 10.	Value at time and place of shipment. (See pars. 5, 6 and 7.) U. S. Products, including foreign goods altered or remanufactured in the United States.	Value at time and place of shipment. (See pars. 5, 6 and 7.) Foreign Products in same condition as imported.
W. T. B. EXPORT LICENSE	NO. R A C 63	DATE OF EXPIRATION _____, 191			DOLLARS	ONLY.
	8 boxes	Positive Motion Picture				
		Film - D. W. GRIFFITH				
		Production entitled				
		"HEARTS OF THE WORLD"				
		10 reels per print				
		Total - 20 reels		20756 ft.	$1659.	

Waybill or manifest

No. _____, _____, 191

I CERTIFY that above-described goods were shipped as stated herein except as otherwise noted,

_____, 191 _____, *Inspector of Customs.*

I, the undersigned, solemnly and truly declare that the above statement is a complete, just, and true account of all merchandise shipped by the party named; on board the vessel, car, or vehicle; and to the place or country named above; and that the description and quantity of each article is truly stated and that the values thereof are the actual costs or true market values at the time and place of shipment for exportation; I further declare that none of the merchandise described above is to be laden on any other vessel in port than that named above or transshipped on the high seas except as fully stated above; I further declare that none of said merchandise is shipped or to be delivered in violation of any of the provisions of the "Trading with the enemy act," approved October 6, 1917; that Famous Players Lasky Corp. c/o Price Waterhouse & Co. of Toronto - Canada. is the actual consignee of the said merchandise; and I further delare that if the shipment is made to a bank or other broker, factor, or agent that Famous Players Lasky Corp. c/o Price Waterhouse & Co. (Name.) Royal Bank Bldg. Toronto Can. (Address.) is the actual consignee on whose account the shipment is made.

Sworn and subscribed to before me

(Signature) D. W. GRIFFITH STUDIO. E. C. Bidwell

on Dec 1st, 1919 (Capacity) Business Manager.
(Member of firm, secretary, agent, etc.)

Geo. F. Schneider
(Deputy Collector, notary public, etc. See par. 4 on back.)

(Address) _____

My Commission Expires August 31 1921

1—448

478 9-16

"ISSUE IN TRIPLICATE—One copy should accompany the goods into Canada (Enclosed in invoice envelope form No. 884) and the other two should be sent direct by mail to the consignee."

Invoice of goods for export to Canada, sold by exporter prior to shipment.

(Place and date) Los Angeles, Calif. Dec. 1, 1919.

Invoice of MOTION PICTURE FILM purchased

by Famous Players Lasky Corp. of TORONTO ONTARIO CANADA.

from D. W. GRIFFITH STUDIO of 4500 Sunset Blvd. Los Angeles, Cal.

to be shipped per Wells Fargo & Co Express.

Marks and Numbers on Packages	QUANTITIES AND DESCRIPTION OF GOODS	Fair Market Value as Sold for Home Consumption At Time Shipped	Selling Price to the Purchaser in Canada At Time Shipped	
				Amount
	2 copies MOTION PICTURE FILM			
	D. W. GRIFFITH PRODUCTION			
	entitled HEARTS OF THE WORLD			
	10 reels per print			
	Total 20 reels			
	10368 ft. per copy			
	20736 - total footage	.08 per ft.	.08	$1658.88
	"GOODS MADE IN U.S.A.			
	TO BE RETURNED."			

CERTIFICATE FORM M.

I, the undersigned do hereby certify as follows:

(1) That I am the (a) Business Mgr. for exporter of the goods in the above invoice mentioned or described;

(2) That the said invoice is in all respects correct and true;

(3) That the said invoice contains a true and full statement showing the price actually paid or to be paid for the said goods, the actual quantity thereof, and all charges thereon;

(4) That the said invoice also exhibits the fair market value of the said goods at the time and place of their direct exportation to Canada and as when sold at the same time and place in like quantity and condition for home consumption, in the principal markets of the country whence exported directly to Canada, without any discount or deduction for cash, or on account of any drawback or bounty, or on account of any royalty actually payable thereon or payable thereon when sold for home consumption but not payable when exported, or on account of the exportation thereof or for any special consideration whatever;

(5) That no different invoice of the goods mentioned in said invoice has been or will be furnished to any one; and

(6) That no arrangement or understanding affecting the purchase price of the said goods has been or will be made or entered into between the said exporter and purchaser or by any one on behalf of either of them, either by way of discount, rebate, salary, compensation, or in any manner whatsoever other than is shown in the said invoice.

Dated at Los Angeles, Cal. this first day of December 1919.

(Signature) D. W. GRIFFITH STUDIO.

(a) Insert the word partner, manager, chief clerk or principal official, giving rank as the case may be.

Business Manager.

478 9-16

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(4) That the said invoice also exhibits the fair market value of the said goods at the time and place of their direct exportation to Canada and as when sold at the same time and place in like quantity and condition, for home consumption, in the principal markets of the country whence exported directly to Canada, without any discount or deduction for cash, or on account of any drawback or bounty, or on account of any royalty actually payable thereon or payable thereon when sold for home consumption but not payable when exported, or on account of the exportation thereof or for any special consideration whatever;

(5) That no different invoice of the goods mentioned in said invoice has been or will be furnished to any one; and

(6) That no arrangement or understanding affecting the purchase price of the said goods has been or will be made or entered into between the said exporter and purchaser or by any one on behalf of either of them, either by way of discount, rebate, salary, compensation, or in any manner whatsoever other than is shown in the said invoice.

Dated at Los Angeles, Cal. this first day of December 191 9.

(Signature) D. W. GRIFFITH STUDIO.

(*a*) Insert the word partner, manager, chief clerk or principal official, giving rank as the case may be.

Business Manager.

HENRY
ROMEIKE, Inc.
(ORIGINAL)
106-110 SEVENTH AVE.
NEW YORK
ESTABLISHED 1881
From
AMERICAN,
Chicago, Ill.
DEC 2 - 1918

FILM NEWS AND REVIEWS

There's a New Griffith Picture Out—"Scarlet Days"

By Rob Reel.

Griffith has not skimped on his final picture for Artcraft. "Sarlet Days" is full measure and your money's worth. In entertainment value it surpasses any of the other four films the wizard has made under this contract.

In its climactic scenes, "Scarlet Days" tends toward hysteria, but it keeps you interested. Enough for any picture to do.

Griffith has painted in "Scarlet Days" with all the color the title implies, the picturesque lawlessness of old California.

He has made Richard Barthelmess as roystering a road agent as ever came out of Mexico. He has made Carol Dempster a graceful, graceless ragamuffin, with dirty face but light feet, a fiery match for any bandit. Carol Dempster is the good little girl in the story. She's an appealing (that's the word, though I don't much care for it) little thing, long on curls and short on personality. Ralph Graves, as a miner, '49er, complete the quartet who constitute the young romance to which Mr. Griffith is so partial.

Eugenie Besserer is a worn-out dance hall habitue, and, it develops, the good little girl's mother. Walter Long is ye compleat villain. George Fawcett's part as the sheriff is little but oh, my!

"Scarlet Days" is at the Rose Theater this week.

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

1919 DEC 2 PM 4 07

BROAD ST. N.Y.

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 1919 DEC 2 PM 3 54

Income Tax Griffith

A294GS 73 BLUE

HOLLYWOOD CALIF 1048A 2

A. H T. BANZHAF 3368

2 RECTOR ST NEWYORK N Y

HAVE PAID STATE AND COUNTY TAXES IN FULL ON MISTER GRIFFITHS PROPERTY NINETEEN NINETEEN STOP FOURTH PAYMENT NINETEEN EIGHTEEN INCOME TAX TWELVE THOUSAND SIX HUNDRED THIRTY THREE DOLLARS THREE CENTS MUST BE PAID ON OR BEFORE DECEMBER FIFTEENTH STOP WOULD IT NOT BE ADVISABLE TO PAY THIS HERE TO AVOID CONFUSION IF SO MAIL ME DRAFT PAYABLE TO JOHN P CARTER AND I WILL PAY THE AMOUNT AND FORWARD ALL PAPERS TO YOU

E C BIDWELL.

December 2nd,1919.

Mr.J.C.Epping,
720 Long Acre Bldg.,
New York,N.Y.

Dear Mr.Epping:-

MrGriffith instructed me to carry the following people cn our scenario department, which I have done for several months past.

Willard Griffith	$100.00 per month
Ruth Gfiffith	150.00 " "

I issue these checks at the end of each month and voucher them against the scenario expense. I will take care of these people for the months of November and December and charge the amounts against your office. For the month of November, I have charged them against picture N-1, which has carried this expense for some time.

However, you may see fit to charge differently.

Yours very truly,

ECB:LR

Dec. 2, 1919.

Famous Players Lasky Corp.
Foreign Department
120 West 41st St.,
New York, N. Y.

Gentlemen:

In re: FL #15774
1 copy PEPPY POLLY
with Flash Titles for CUBA.

Enclosed please find clippings of inserts which appear in the Dorothy Gish Production entitled " Peppy Polly."

Yours very truly,

D. W. GRIFFITH STUDIO.

By

W. Manager.

Dec. 2, 1919.

Famous Players Film Service Ltd.,
206 Victoria St.
Toronto, Canada.

Gentlemen:

Enclosed please find one copy of invoice covering two prints of "Hearts of the World" shipped you care of Price Waterhouse & Co., on Dec. 1st, by express, as per FL #15807.

Yours very truly,

D. W. GRIFFITH STUDIO

By

ECB:W. Manager.

Dec. 2, 1919.

Mr. P. H. Stilson, Traffic Manager,
c/o Famous Players-Lasky Corporation,
485 Fifth Ave. New York, N. Y.

Dear Sir:

Enclosed please find two copies of invoices covering two prints of "Hearts of the World" shipped to Toronto, Canada, care of the Price Waterhouse & Co., Shipment went forward yesterday by express.

Yours very truly,

D. W. GRIFFITH STUDIO

By

Manager.

W.

MUSEUM OF MODERN ART FILM LIBRARY

December 2nd, 1919.

Mr. A.H.T.Banzhaf,
2 - Rector Street,
New York, N.Y.

Dear Mr.Banzhaf:-

Several weeks ago I was approached by a committee representing themselves as being identified with a new organization, the purpose of which was to introduce motion pictures into the church. They were interested in purchasing a half dozen copies of the Jewish period of INTOLERANCE, providing the picture could be cut so as to show the Christ period as one story. They proposed to utilize these copies as an entering wedge for demonstrating to the church people the feasibility of motion pictures as a church entertainment or instruction. They proposed to go into the various localities and exhibit the picture to a selected body of church people and to follow up such meeting with an organization plan whereby every locality will agree to install projection machines and screens with a view of using motion pictures in their churches. In other words, they plan to inaugurate a propaganda plan for the purpose of interesting church people in the use of motion pictures.

The gentleman who interviewed me spoke very highly of INTOLERANCE and desired me to quote them a price on the Jewish Period. Of course I was not in a position to name any figures or even tell them whether or not we would be interested in such a proposition. My memoranda was covered up and to tell the truth, I forgot the matter in pressure of other work. My notations have again appeared to light and I am advising you in this way for your information. I did, however, explain to the gentleman that I did not believe Mr.Griffith would care to sell the picture if in any way, it would interfere with a later exploitation which he might wish to make himself. He stated that the exhibitions which they would give would in all probability be so few, and the class of people they would meet would be such that there would be very little danger of injuring the sale of this picture on a commercial basis, in fact, they were inclined to believe it might work out to be beneficial rather than otherwise to Mr. Griffith.

If you think that we would be interested in this, I will be pleased to communicate further with these people and convey to the gentleman any message you may wish me to.

Yours very truly,

ECB:LR

D. W. GRIFFITH STUDIO

PETTY CASH VOUCHER

DATE.....

ISSUED TO.....

Purchase Christ Period picture (½ Doz copies) for purpose of demonstrating to church people the value of the M.P. in the Church. This association to perfect organizations in various localities which are to pledge or agree to install apparatus for pictures and to contract with either a distributor or to the producers (Dvg		

RECEIVED PAYMENT

.....

O. K..... CHARGE TO.....

~~Stephen~~ Byron D Dexter
Redondo Beach Calif.
W. A. Moore
1943 Arlington Ave
Ph. 7118-

December 2nd, 1919.

Mr. A.H.T. Banzhaf,
2 - Rector Street,
New York, N.Y.

My dear Mr. Banzhaf:-

As you perhaps know, we have maintained a membership in the Motion Picture Producers Association since Mr.Griffith returned from Europe, - as a matter of fact, Mr. Griffith was one of the organizers of the Producers Association some four or five years ago, but he dropped his membership during the time that he was abroad.

The dues are $30.00 per month, and I wish you advise me whether or not I should keep up these dues or take steps to have them cancelled after this month.

Yours very truly,

MCB:LR

HOLLYWOOD 2800 HOME 57001

D. W. GRIFFITH STUDIO

4500 SUNSET BOULEVARD

LOS ANGELES, CAL.,

December 2nd, 1919.

Mr.A.H. T. Banzhaf,
2 - Rector Street,
New York, N.Y.

Dear Mr. Banzhaf;-

I am returning to you herewith the assignment of the picture rights of the story "COINCIDENCE", which Mr. Howard E. Morton, the author, of the Los Angeles Examiner, executed today. I have delivered the check to Mr.Morton and everything is settled now.

Yours very truly,

E C Bidwell

ECB:LR

Enc.

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle

The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

Dec. 2nd, 1919.

Mr. E. C. Bidwell,
4500 Sunset Blvd.,
Los Angeles, Cal.

I received your letter with the journal entry attached, whereby you closed the majority of your accounts out to this office.

However, as I came to prove the balance of the New York studio account as shown on your trial balance of November 15th, after posting your closing entries, I find that there is quite a difference and I request that you let me know just as soon as possible just where this difference comes in.

I cannot find anything in your records to account for this, unless there is some journal entries which you made and attached to your weekly statement of week ending the 15th, which at this writing has not reached me.

The statement given below just shows what this difference is. Please give this matter your very early attention as it is most important that your New York office accounts and my Los Angeles office accounts are at all times in agreement.

I enclose herewith copy of letter which Mr. Blake sent you on Nov. 20th. If you have not already charged as to these amounts, please do so as we have already given you credit for them. Of course, the credits mentioned in this letter have no bearing at all on the statement below as they were made subsequent to it.

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle

The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762.

Albert L. Grey,
GENERAL MANAGER.

On Account of New York Studio.

Debit Balance as per your trial Balance of ~~11/1~~ 10/27/19	$153562.86
Credit as per your closing entry (J.E. 360)	135235.14
Debit Balance as it should be after closing entry	$ 18327.72
Debit Balance as you show it on your trial Balance of 11/15 after making closing entry.	16587.57
Difference	$ 1740.15

lm 780 71
959 44

Yours very truly,

JCE/SB.

153435.07
135628.6
780.71

BROWARD HOTEL

JOHN W. NEEDHAM
Lessee and Manager

Fort Lauderdale, Florida

Dec. 2, 1919.

Mr. E. C. Bidwell,
4500 Sunset Blvd.,
Los Angeles, Cal.

Dear Friend:

I am sending you [redacted] in the very near future to make prints from the negative. Conditions under which this picture was finished were very difficult and you will have to use considerable judgment in having the sub titles written and photographed, and supply [redacted] that may be missing, which I will try to make clear to you by letter. If there is anything that is not clear be sure and wire me at once.

I may send you one or two reels to start negative cutting and we were supposed to have some art titles background that have not yet arrived to me from New York and if they are late, I will forward them to you. I will select the numbers of the sub titles and put them on the backs of the art titles. I will also send you a correct sub title list. If you wish to send me any information about this release, wire me at Fort Lauderdale Florida as we expect to leave for Cuba by Friday. I will try and put the tints on the picture. Miss Wiener can help you probably with this release as she saw it in New York, and she already has some notes for you on it.

Hope you are keeping well and making money for the firm. I am

Truly,
Elmer Clifton

P.S. Did you get my wire about sending on the cost of all my past productions so that Mr. Epping can have nofurther excuse for not settling up my financial arrangements with Mr. Griffith? If there is anything you wish me to do for you in New York, do not hesitate to call on me. Best wishes.

New York will know our cable address.

HENRY
ROMEIKE, Inc.
(ORIGINAL)
106-110 SEVENTH AVE.
NEW YORK
ESTABLISHED 1881

From
Tribune
Chicago, Ill.

A Live Love Story of the Days of '49

"SCARLET DAYS"
Produced by D W. Griffith.
Presented at the Rose.

The Cast:

Alvarez.....Richard Barthelmess
Chiquita.....Clarine Seymour
Rosy Nell .....Eugenie Besserer
Her Daughter.....Carol Dempster
John Randolph.....Ralph Graves
King Bagley.....Walter Long
The Sheriff.....George Fawcett
The Aunt .....Kate Bruce
Spasm Sal.....Rhea Haines

By Mae Tinée.

For the benefit of those who have telephoned and written asking if "Scarlet Days," like "The Mother and the Law," was a hunk taken from 'Intolerance," let me say that it is not. It is a brand new release.

For this picture Mr. Griffith has chosen California in the days of '49 as a background And some background it may be said that Mr Griffith makes a producer who, when he wants to use the eternal hills, goes out and gets them. And everything that goes with them in the way of rills, precipices, and scenery. The studio backdrop means little in the life of D. W. Griffith.

The story that unfolds under cunning direction is swift and colorful. Richard Barthelmess, with wee mustache and goatee, is cast as a picturesque knight of the road—and an engaging and dapper little bandit he makes, coming nobly to the rescue of innocence when it crosses his path in the form of the delicately reared daughter of one Rosy Nell. Rosy Nell is queen of Bagley's dance hall, singing, but saving her money in order that her child may be properly educated and that one day the two of them may leave the country and go some place where the mother may start anew. It has never entered the reckonings of Rosy Nell that the girl would come to California and know her as she is.

Rosy Nell, denizen of the dance hall, and Rosy Nell, mother, are skillfully and pathetically combined in Miss Besserer's characterization. Hard as her ill won gold, one time, again she becomes a creature of infinite appeal looking into her daughter's eyes and realizing that that daughter believes her good.

Wild times there are in "Scarlet Days." Fights, intrigue, and killing Through all runs one love story that shreds off into another love story Carol Dempster is heroine of the one and that lovely little Clarine Seymour of the other Miss Dempster is nice but if she doesn't watch out Mr. Griffith will have her fidgeting like Lillian Gish. He does like his heroines so limp and wiggly.

Technically you will find this picture just about perfect. The scenery will entrance you and you will, I think, like the story and the people who act the story for you.

HENRY
ROMEIKE, Inc.
(ORIGINAL)
106-110 SEVENTH AVE.
NEW YORK
ESTABLISHED 1881

From
Journal
Chicago, Ill.

"SCARLET DAYS"

A D. W. Griffith Picture.
Released by First National.
Presented at the Rose.

By VIRGINIA DALE

Playing upon sensationalism Mr. Griffith has chosen to distribute his players in "Scarlet Days" over the gold dug plains of California in the days of '49. He shows us the inevitable dance hall and its accustomed iniquity, the "yellow" boss, the buff sheriff, the villain with the hidden heart of gold. He makes the darling of the occasion one Rosy Nell and he gives her a daughter who has never seen her and who is "a lady in Boston."

When the daughter with her approved innocence comes to find her mother one senses a situation worth developing. Here it unfolds with a harrowing tragedy. There are blood and battle and more blood and several scenes where each loved one is bending over the prostrate form of his adored.

With a fascinating mustache and hairy chin, Richard Barthlemess plays through the part of a Spanish desperado with a gayly colored scarf flung picturesquely over his shoulder. Ralph Graves, whom it is said Griffith regards as a valuable prodigy, demonstrates beyond doubt that he is still in the embryo stages of dramatic development. George Fawcett and his cock eye are there, and Claire Seymour.

News from Goldwyn

News comes from Goldwyn to the effect that the Dupont Powder company will be identified with the Goldwyn organization in the future. This means that money and executives, the latter serving in a directorate capacity, will be supplied the film company. The additional financial power will make the Goldwyn pictures one of the most to be reckoned with forces in the motion picture industry.

The original company was formed in 1916 and its strides have been an object for admiration throughout motion picture circles. A short time ago it announced that Lee and J. Shubert and A. H. Woods theatrical interests, controlling more than one-half of the stage productions made in the United States, had become officers of the company. They are holding in reserve the photoplay rights of any of their productions suitable for cinema purposes for the Goldwyn organization. Contracted with this company are such stars as Geraldine Farrar, Madge Kennedy, Will Rogers and Jack Pickford. Scenarios are being supplied by Rex Beach, Gertrude Atherton, Basil King and others.

Gloria Swanson, in "Male and Female," at Orpheum, Riviera, Woodlawn and Central Park theaters now.

Famous Pl...

HENRY
ROMEIKE, Inc.
(ORIGINAL)
106-110 SEVENTH AVE.
NEW YORK
ESTABLISHED 1881

From
HERALD EXAMINER,
Chicago, Ill.

The cunning hand of D. W. Griffith is with us again this week and with a wealth of beautiful photography and masterful direction makes of what might have been a mediocre western picture a work of art in "Scarlet Days." This is having its first showing at the Rose with Richard Barthelmess of "Broken Blossoms" fame portraying the beloved vagabond type of a heroic bandit, and a Mexican, at that.

The story is not of an unusual sort. In fact, it is a border drama of the old school, but welded into a compact whole with every possible situation neatly turned and molded so as to deliver its punch at exactly the right moment it becomes a screen achievement of extraordinary appeal.

Barthelmess adds fresh luster to his laurels by his interpretation of Alvarez, the gallant bandit, whose escape with his pretty Mexican sweetheart, Chiquita, daintily impersonated by Clarine Seymour, on his fiery steed is one of the many thrilling incidents that hold an audience in suspense.

Lovers of tales outlining the devil-may-care gunning days of 1849 in the romantic West, with lovely ladies of moral and immoral tendencies, good men and bad, will undoubtedly revel in the stimulating atmosphere of this picture.

* * *

December 3rd, 1919.

Mr.A.H.T.Banzhaf,
2 - Rector Street,
New York,N. Y.

Dear Mr. Banzhaf:-

I must apologize for not having sent you the contracts under which we are now working, at a much earlier date. The matter did not escape my attention, but with getting out data for Mr. Epping and Mr.Griffith, I could not seem to find time to look for these contracts, which in the confusion incident to our vacating the offices that we formerly had, and moving into more cramped quarters, had been temporarily out of sight. I am today forwarding to you a package containing the following contracts:-

Letter from Mr. E. J. Ludvigh, dated July 10th, enclosing copies of proposed agreement with Mr. Lesser's Company, for Hearts of the World. This copy was never executed, as you will notice.

A file of papers under the name of Burke, covering the purchase of the Motion Picture Rights of "Limehouse Nights" & "Twinkletoes". These stories were the foundation for "Broken Blossoms".

Contract between Mr.Griffith and Mr.Richard Barthlemess, expiring Dec. 31, 1919, with option for renewal for an additional twelve months.

A file of papers purported to be signed by eighteen producing and distributing concerns regarding the curtailment of expenses incident to the influenza epidemic of a year ago.

Contract between Mr.Griffith and the First National Exhibitors Circuit, copy of which I presume you already have.

Contract between Mr.Griffith and Ralph Graves, engaging Graves for a period of two years beginning with July 28th, 1919 and terminating July 28, 1921. Contract contains renewal option clauses to make engagement endure for total of four years.

Contract between Mr.Griffith and Famous Players-Lasky Corporation, covering the production of the Dorothy Gish Pictures.

Motion Picture Assignment of Rights, assigned by Joseph Hergesheimer, of Westchester, Pa., transferring ownership to Mr. Griffith for the story "WILD ORANGES".

Contract between Mr. Griffith and R. A. O'Neil, by which Mr.Griffith purchases two stories entitled "MILLIONS VERSUS MUD PIES" and "A NEGRO FOR A DAY.

Contract between Edward Roberts and Mr.Griffith, whereby Mr.Roberts sells Mr.Griffith a story entitled"THOU ART THE MAN".

Contract between Mr.Griffith and Hendrick Sartov, engaging Sartov as a specialist on photograph lighting effects, for the period of two years. Contract commenced on the 14th day of October, 1918 and terminates on the 13th day of October, 1920.

Contract between Mr.Griffith and Clarinne Seymoure, contract to endure for a perfof of two years, with option renewal clauses for several years more.

A skeleton outline covering initial stages of United Artists Distribution.

Contract between Mr.Griffith and the United Artists.

Contract between Mr. Griffith and Herbert Sutch, terminating August 31st, 1920.

Contract between Mr.Griffith and Dorothy Gish.

Contract between Mr. Griffith and the All Star Features Distributors, covering purchase of Hearts of the World for the Western States. I notice that we have two signed copies of this contract, and I am forwarding both to you. It is possible that one of these copies belongs to Mr. Lesser, and if so, perhaps you will wish to forward it to him. I have no idea how we happen to have two signed copies.

Copy of agreement between Sol L. Lesser, et al, and myself, covering investment of $5,000.00, in the picture "YANKEE DOODLE IN BERLIN". Of course, in this contract I represent Mr. Griffith, he preferring not to be mentioned in the papers, and all correspondence and financial matters passes through my hands. In this connection, beg to advise that all the investment has been received by me and delivered to Mr. Griffith, and there have been some dividends which have not as yet all been turned over to Mr. Griffith. Within a few days, I will wrote you again in regard to this matter as Mr. Griffith should have record of all this money for his income tax purposes, but before I can turn all that is due over to him, He will have to first send me some money to take care of his ranch. However, I will go into this matter carefully and thoroughly and advise you separately within a few days.

Yours very truly,

ECB:LR

Los Angeles, Cal.
116 North Flower St.
Dec. 3, 1919.

GRIFFITH PICTURES.,
4500 Sunset Blvd.,
Los Angeles Cal.

Scenario Dept.

Dear Sir.

I would be pleased to have some information in regard to a Scenario, entitled "THE DOUBLE LAW" that Isent to Your Dept. about two Months ago, from My home at 2104 North eleventh St. Terre Haute, Ind. if You have received the same, would be glad to hear from You as in regard to it.

Yours very truly,

Herman S Foster
116 N. Flower St.
Los. Angeles, Cal.

Form A2-6-19-1½M.

TYPHOON FAN COMPANY

QUOTATION NO. 13197

281 LEXINGTON AVENUE — NEW YORK — CONTRACT NO.

Cable Address: TYPHOON, N. Y. — Telephones, Murray Hill { 3614 / 3615

December 3d, 1919.

To David W. Griffith Corporation,
#1476 Broadway, New York City.
(Re:- Studio Building & Annex, Larchmont, N.Y.)

We agree to furnish apparatus as follows:

Price

COOLING & VENTILATING FAN EQUIPMENT.

One (1) No. 112 TYPHOON SINGLE BLOWER SET (reversible type to blow in or exhaust) including one (1) #112 TYPHOON MULTIBLADE BLOWER, mounted in Square Frame, together with all necessary spiders and shafting.

One (1) No. 26 TYPHOON TWIN BLOWER SET (reversible type to blow in or exhaust) including two (2) No. 26 TYPHOON MULTIBLADE BLOWERS, mounted in Square Frames, together with all necessary spiders and shafting.

Fans to be provided with self-aligning, Ball Bearings, Swedish Crucible Steel.

All necessary - Pulleys & Belts.

One (1) 15 H.P. Electric Motor, alternating current, 220 volts, 60 cycles, 3 phase, 1200 RPM, variable speed with sliding base, pulley and speed regulator.

One (1) 3 1/2 H.P. Eldctric Motor, alternating current, 220 volts, 60 cycles, 3 phase,,1200 RPM, variable speed with sliding base, pulley and speed regulator.

PRICE: TWO THOUSAND NINE HUNDRED TWELVE & 00/100 ..... $2912.00

This price does not include such construction work as supports, chutes, foundations, etc., nor electric wiring.

JHT/CG

It is agreed that the title to the above mentioned apparatus shall remain in the Typhoon Fan Company, until paid for in full in cash.

Price F. O. B. New York City.

Terms — 25 per cent. cash with order, balance on delivery.

This quotation is binding for ten days only.

If quotation is accepted, please sign and return the white sheet.

See Back Page for Guarantee

1 @ Each upon Delivery
1 @ 60 Days Acceptance
1 @ 90 " "

TYPHOON FAN COMPANY

By J. H. Tallmadge

The above proposal is accepted by

.....

.....

Date of Acceptance ..... 19 .....

STANDARD GUARANTEE

Apparatus manufactured by us is guaranteed for a period of one year, to the extent that we will replace at our factory, free of charge, any part or parts which may prove defective in workmanship or material. We do not guarantee electric motors or other parts of the equipment not manufactured by us, inasmuch as they are generally guaranteed by their respective manufacturers.

TYPHOON FAN COMPANY

Typhoon Fan Co
3 Fans

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART, FILM LIBRARY

MINUTES OF REGULAR MONTHLY MEETING OF MOTION PICTURE PRODUCERS' ASSOCIATION HELD AT THE L. A. ATHLETIC CLUB ON WEDNESDAY EVENING, DECEMBER 3RD, 1919, AT 8:30 O'CLOCK.

President Christie presided and the following members answered roll call:

Messrs.	Abraham Lehr	Clark W. Thomas
	Sol M. Wurtzel	E. L. Smith
	Robt. Brunton	C. P. Butler (Proxy)
	L. C. Haynes	Francis Ford "
	Fred Porter	

The Chairman announced that a quorum being present, we would proceed with the regular order of business.

On motion duly seconded, the reading of the minutes of the previous meeting was dispensed with.

The Treasurer's report was submitted as follows:

Balance on hand August 30th, 1919,	$3,574.79
Receipts from dues and membership fees	2,660.00
	$6,234.79
Disbursements,	1,796.13
Balance on hand November 30th, 1919,	$4,438.66

On motion of Mr. Lehr, supported by Mr. Thomas, the Treasurer's report was ordered received and placed on file.

The Secretary presented the application of Mr. Tarkington Baker, to succeed Mr. H. D. Kline, as manager of the Universal Film Mfg. Co. On motion of Mr. Wurtzel, supported by Mr. Thomas, Mr. Baker was unanimously elected to membership.

The application of Mr. Harry H. Ruby, to represent the National Film Corp. of America, was presented. On motion of Mr. Haynes, supported by Mr. Wurtzel, Mr. Ruby was unanimously elected to membership.

Application of Mr. Marshall A. Neilan, representing the Marshall Neilan Productions, was presented. On motion of Mr. Thomas, supported by Mr. Haynes, Mr. Neilan was unanimously elected to membership.

Application of Mr. Harry Rapf, representing the Selznick Pictures Corporation, was presented. On motion of Mr. Wurtzel, supported by Mr. Haynes, Mr. Rapf was unanimously elected to membership.

Application of Mr. Louis B. Mayer, representing the Louis B. Mayer Productions, was presented. On motion of Mr. Wurtzel, supported by Mr. Thomas, Mr. Mayer was unanimously elected to membership.

The Secretary submitted report in connection with his Eastern trip, covering the labor situation, also stating that he had stopped off at Grand Rapids and looked into the furniture situation there, in connection with the proposed cooperative purchasing planned by the Association.

Secretary reported that several plans had suggested themselves to him that, if put into effect, would eliminate the agitators and the I.W.W. element from our industry into other lines of endeavor, and that before another year had passed we would find ourselves in a far more comfortable position to cope with labor troubles.

The Secretary then reported the following expenditures for October and November:

Expense for Eastern Trip,	$786.00
Office disbursements, telegrams,	13.34
Multigraphing,	5.35
L.A.Club luncheons, 2 membership meetings,	28.15
Stamps and office supplies,	7.50
Long Distance Call,	2.25
	$841.59

These bills, together with the Secretary's salary, were ordered paid. Also bills

from the Thiel Detective Service Co. for October amounting to $321.15 and for November amounting to $324.60 were approved for payment.

On motion of Mr. Lehr, supported by Mr. Thomas, the Secretary was given a vote of thanks for work accomplished in connection with the labor situation.

The question of taking some permanent steps to prevent the yearly labor controversy was brought up and discussed at considerable length by every one present, ending by Mr. Lehr introducing the following resolution:

> "RESOLVED that the Secretary be empowered to expend up to $200.00 per month in the establishing and maintaining of a central office, equipped with the necessary help and proper files with which to handle the labor situation. That a census of the mechanics employed at the different studios be compiled and recorded at the central office, and that a comprehensive plan be worked out whereby the studios can report opening and closing dates of employes, and in this way gather information that will be available to the managers of the studios when taking on new help."

The resolution was supported by Mr. Wurtzel and unanimously carried.

Communication from the Central Labor Council, containing four propositions submitted by the Motion Picture Players' Union, was read. This proposition had been sent to all the studios. After some discussion, it was felt that this should be held over until the next meeting when more studios would be represented, and on motion of Mr. Thomas the communication was ordered tabled until the next meeting.

Mr. Lehr suggested that this was one of the issues that the studios would have to face sooner or later and that he believed it would be for the good of the industry for the studios to operate the Service Bureau at their own expense. Those present seemed to be of the same opinion. It developed during the discussion that some of the studios were now paying, for full dressed <u>atmosphere</u>, as high as $10.00 and $12.50, and other studios were getting practically the same people for $7.50. It also developed that in some instances extra <u>bits</u> were engaged for $12.50 per day, and that when these people were called for continuation or retake, the studio was compelled to pay double the price. Whereupon Mr. Thomas, supported by Mr. Lehr, offered the following resolution:

> "RESOLVED that the Chair appoint a Committee of five to work out with the Secretary a plan for maintaining the Service Bureau on a fee basis to be contributed by each member studio."

The resolution was unanimously carried and the Chairman appointed the following Committee:

Messrs. Abraham Lehr — Clark W. Thomas
Robt. Brunton — Sol M. Wurtzel
Chas. Eyton

Mr. Thomas reported on the cooperative buying and distributing plan that the Committee had worked out tentative plans which would be ready for presentation to the members very shortly.

Mr. Wurtzel brought up the matter of a closer affiliation in connection with the Chamber of Commerce, and that he was compiling data from his studio which he would submit to the Association at the next meeting.

Mr. Christie stated that he had attended the meetings of the Chamber of Commerce and that they were desirous of effecting a closer point of contact than had been possible in the past. The concensus of opinion of those present seemed to be that all of our members and the Association would be benefited by a close working arrangement with the Chamber of Commerce; whereupon Mr. Wurtzel, supported

by Mr. Thomas, moved that the Chair appoint a Committee of seven to meet with the Chamber of Commerce for a general discussion of all matters effecting the good of our industry. The motion was unanimously carried and the Chairman appointed the following Committee:

Messrs. L. C. Haynes, Clark W. Thomas
Abraham Lohr, Sol M. Wurtzel
C. P. Butler, Wm. S. Smith
Harry Rapf

The Chairman reported that he had had conference with the Commercial Federation and the Merchants & Mfgs. Association, relative to their campaign to create a big working fund with which to put into motion the machinery for making Southern California a safe place in which to live and transact business without being harassed by continued labor uprisings.

The question of additional compensation for the Secretary was brought up and discussed with the result that Mr. Wurtzel, supported by Mr. Thomas, introduced the following resolution:

> "RESOLVED that the Secretary's salary be increased to $200.00 per week and that he be given an additional allowance of $50.00 per week for the maintenance of his fixed office expenses, instead of $30.00 as heretofore, and that the same take effect as of this date."

The Chairman put the motion and there being no dissenting vote, the resolution was declared unanimously adopted.

On motion duly moved and seconded, the meeting adjourned.

Secretary.

HENRY
ROMEIKE, Inc.
(ORIGINAL)
106-110 SEVENTH AVE.
NEW YORK
ESTABLISHED 1881

From News
Chicago, Ill.

DEC 4 - 1918

Motion Picture News.

BY W. K. HOLLANDER.

D. W. Griffith has turned his attention to the '49ers. In "Scarlet Days" he tells primarily of their social activities rather than of their gold digging. He takes you into their dance halls and shows you a different picture of the then coryphees than has been your wont to observe in similar screen dramas. In the place of the sylphlike baby faced female habitues, shapeless, beefy, elderly women entertain the coarse citizenry of his mining camp. The gaming table is brought forward for close inspection and an opportunity is given to study the divers gambling pursuits of the miners.

Detail being the habit of the producer, every incident, however unimportant, has minute attention. Industrial gossip has it that Mr. Griffith indulged in detailed discussion of his subject entirely too much to please the local censor and that a score or more deletions of scarlet doings had to be made before "Scarlet Days" was sufficiently clarified for local perusal. But the missing film is not noticable the story being intact. A murder more or less, makes little difference in a Griffith melodrama which concludes with a free for all gun fight.

So far as the drama itself is concerned Mr. Griffith discloses nothing of a startling nature. It is well photographed, to be sure—several of the pictures put the observer in mind of pastoral paintings—and the players conduct themselves with perfect decorum.

Richard Barthelmess, somewhat diminutive and genteel to impersonate the daring bandit, Alvarez, overcomes his handicap by intelligent acting, and Clarine Seymour, as a scullery maid, is amusing and attrractive beneath her rags and dirty face. George Fawcett is a picturesque and comical sheriff and Eugenie Besserer is a hardened dance hall girl working in the mining region to save enough money to join her daughter, who is in an eastern boarding school ignorant of her mother's occupation. Carol Dempster's portraiture of the daughter is clothed with innocence.

The drama deals with the vices of the unsettled west, gambling and thieving, rather than its virtues. The discovery of gold is secondary to the miners' lust for wine, women and song.

"Fine Feathers" to Be Filmed.

"Fine Feathers," which enjoyed prosperity in the theaters, has been leased by Eugene Walter, author of the play, to the Metro company and will serve as a medium for May Allison. As a "legitimate" attraction is was played by an all star cast.

December 4th. 1919.

Miss Grace Garfield Boucher,
5022 - 9th Ave. N. E.,
Seattle, Washington.

Dear Miss Boucher:-

Your registered letter addressed to Mr. Griffith, enclosing your story entitled "VIRTUE" received.

For your information, beg to advise that Mr.Griffith has moved his entire producing staff to a point near New York City, and only a few of us remain in Los Angeles to attend to final closing details.

Under the circumstances, I am forwarding your script to our Eastern office, attention of Mr1 M.M.Stearns,- D. W. Griffith Studio, Mamaroneck, N.Y. Mr. Stearns will reply to you direct.

Yours very truly,

D. W. GRIFFITH STUDIO

By

Manager

FCB:LR

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

December 4th, 1919.

Mr. Herman S. Kester,
116 No. Flower St.,
Los Angeles, Calif.

Dear Sir:

Replying to your letter of December 3rd, in which you make inquiry of your story entitled "THE DOUBLE LAW" that you sent us some two months ago from 2104 North 11th St., Terre Haute, Indiana, - beg to advise that Mr. Griffith's entire producing staff and scenario department moved to the East about November 1st, and I presume that your script was taken East with them, inasmuch as it was not returned to you prior to that time.

I would therefore suggest that you communicate with our scenario editor, Mr. M.M.Stearns, c/o D. W. Griffith Studio, Mamaroneck, N.Y.

Yours very truly,

D. W. GRIFFITH STUDIO

By

Manager

ECB:LR

December 4th, 1919.

Mr.J.C.Epping,
720 Long Acre Bldg.,
New York, N.Y.

Dear Mr.Epping:-

Price Waterhouse auditors are again working on our books and I just had a talk with the accountant who has been in charge of the work here. In my letter of November 24th, the mistake that I made was that I referred to P. W. 1918 income tax statement for certain costs of pictures, whereas I should have referred to our Journal Entry #299, which was made from our data and was for the purpose of taking out of our records all 1918 business. I am giving you for example the manner in which the records should be combined in order to make total costs.

D-1 Expense - my statement shows 1919 costs are $8569.35; 1918 costs are included in Journal Entry #299, as follows:-

Page #3	D-1 Expense	(Production)	$108170.85
	" "	"	689.50
	" "	(Administration)	15873.69
	" "	"	12.65
	" "	(Taxes)	2253.11
	" "	(Insurance)	1870.61
	" "	(Gifts & Donations)	81.70
		Total 1918 Cost	128952.11
To this amount add 1919 cost above			8569.35
		Total cost of production	137521.46
To this total add cost first 75 prints			21009.97
		Total cost of picture including 75 prints	158531.43

Price Waterhouse accountant tells me that Mr. Blake understood this Journal Entry very thoroughly and they relied upon him to supply me with a supplemental record, from which the total cost of the picture could be compiled. However, because of Mr.Blake's going East, and because Mr.Beach had more work than he could attend to, likewise myself, this supplemental record was never compiled, and in fact, only today have I been advised as to how to combine picture costs from our records.

The figures mentioned above will differ a little from the Price Waterhouse statements that are now in the mails, due to the fact that my records are brought down to November 15th, whereas their reports are as per our records of November 1st. I am advising you of this in order that you may check my accounts and also the Price Waterhouse statements, if you desire.

You will recall that you criticized me for permitting Price Waterhouse people to take the cost of equipment out of the pictures and charge it into the equipment account. The reason that costs of November 15th are less than they were on August 30th, is due to the fact that these equipment costs have again been taken out of pictures and placed in the equipment column, thus reducing the cost of pictures and increasing the cost of equipment. However, you have all the data in your office now and if you see fit, you may restore this equipment to the pictures.

For your further information, Journal Entry #299 was included in our report #96. I believe you stated once that you could not find this Journal Entry.

Yours very truly,

ECB:LR

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

December 4th, 19191

Mr. J. C. Epping,
720 Long Acre Bldg.,
New York, N.Y.

Dear Mr. Epping:-

Yesterday I forwarded to you a receipted statement of the J.W. Kays Company, amounting to $354.03, on account of insurance on negative of INTOLERANCE, FALL OF BABYLON and "MOTHER & THE LAW". I am attaching hereto the bills which make up the amount of the statement as follows:

		Policy No.
"National Liberty"	$86.35	114734
"Niagara"	181.33	530882
"American Central"	86.35	1016193
	$354.03	

I am retaining the policies here with my other papers.

Yours very truly,

ECB:LR
Enc.

TELEPHONES
MAMARONECK { 1190 1191 1192 1193

D. W. GRIFFITH STUDIO

ORIENTA POINT
MAMARONECK, N. Y. Dec. 4th., 1919.

Mr. E. C. Bidwell, Manager,
D. W. Griffith Studio,
4500 Sunset Blvd.,
Hollywood, Calif.

My dear Sir:

We beg to advise that we have credited the Los Angeles office with the following amounts since our letter of Nov. 20th., 1919.

Carol Dempster,	Trav. Cheque to Florida		50.25
R. Bathlemess,	Vo. #881	21.38	
Carol Dempster,	" "	200.00	
F. Wortman,	" "	122.97	
(Geo. Beranger 200.00 previously rptd.)			344.35
	Vo. #878		100.22
	" "		25.07
	" "		748.40
			$1,268.29

This is in confirmation of the above.

Yours truly,

D. W. Griffith Studio, N. Y.

By J. W. Blair

Should also credit us with:

11-15 JE 354 - 57074.30
" " " 12429.42
" " " 18.67
" " " 449.01
" " " 20840.89
" " " 52.65
" " 356 66.00

& charge us with

FAMOUS PLAYERS-LASKY CORPORATION

MOROSCO STUDIO

201-211 NORTH OCCIDENTAL BOULEVARD

LOS ANGELES, CALIFORNIA

December 4, 1919.

Miss L. K. Westerbeck,
c/o Griffith Studio,
4500 Sunset Blvd.,
Hollywood, California.

Dear Miss Westerbeck:

Upon looking through the Griffith file I find that the following orders have never been shipped. Some of them are quite old and we are anxious to have them cleaned up, so ask that you give approximate shipping dates:

Sheet No.	Date	Order No.	Pr. or Repl.Pt.	For	Subject
306	7/15	FL 14240	For.Pos. & Neg.	London	"NOBODY HOME"
337	10/1	79761	Repl. Part	Cincinnati	"ROMANCE OF HAPPY VALLEY"
338	10/6	C-391	" "	R.& R. Dept.	"GIRL WHO STAYED AT HOME"
"	"	79786	" "	Cincinnati	"I'LL GET HIM YET"
"	"	98316	1 Print	Okla.	"GREATEST THING IN LIFE"
339	"	98356-A	Repl. Part	Chicago	" " "
340	10/9	79794	" "	Cincinnati	"BOOTS"
343	10/14	63921	" "	Portland Ore.	"GREAT LOVE"
"	"	79810	" "	Cincinnati	"TRUE HEART SUSIE"
"	"	C-608	" "	R.& R. Dept.	"NOBODY HOME"
345	10/17	79199	" "	Boston	"I'LL GET HIM YET"
"	"	79855	" "	Cincinnati	"OUT OF LUCK"
"	"	79858	" "	"	"ROMANCE OF HAPPY VALLEY"
"	"	FL 15550	For.Pos. & Neg.	London	"TURNING THE TABLES"
"	"	" 15565	" " " "	"	"SCARLET DAYS"
347	10/20	99894-B	Repl. Part	Chicago	"BATTLING JANE"
348	10/21	79882	" "	Cincinnati	"HOPE CHEST"
350	10/27	94759-B	" "	New Orleans	"ROMANCE OF HAPPY VALLEY"
"	"	98101	" "	San Francisco	"TRUE HEART SUSIE"
353	11/4	79987	" "	Cincinnati	"PEPPY POLLY"

Sheet No.	Date	Order No.	Pr. or Repl. Pt.	For	Subject	
353	11/4	79991	Repl. Part	Cincinnati	"NUGGET NELL"	
"	"	80109	" "	"	"BOOTS"	
354	11/6	84071-E	1 Print	Dallas	"HOPE CHEST"	12/6/19.
"	"	115077-E	Repl. Part	Chicago	"I'LL GET HIM YET"	
356	11/8	80139	" "	Cincinnati	"HOPE CHEST"	
"	"	106985	" "	Cleveland	" "	
"	"	80147	" "	Cincinnati	"NUGGET NELL"	
359	11/17	109141	" "	Cleveland	"I'LL GET HIM YET"	
"	"	100829	" "	Minneapolis	"PEPPY POLLY"	
"	"	115348-A	" "	Chicago	"HOPE CHEST"	
"	"	115348-C	" "	"	"ROMANCE OF HAPPY VALLEY"	
"	"	117405	" "	Cincinnati	"OUT OF LUCK"	
"	"	99958	1 Print	Kansas City	"BATTLING JANE"	12/4/19.
360	11/20	81970	Repl. Part	Buffalo	"BOOTS"	
"	"	117412	" "	Cincinnati	"PEPPY POLLY"	
361	11/24	95020	1 Print	New Orleans	"BATTLING JANE"	12/4/19.
"	"	95020-B	1 "	" "	"HOPE CHEST"	12/6/19.
"	"	95030-A	1 "	" "	"GREATEST THING IN LIFE"	12/6/19.
"	"	117427	Repl. Part	Cincinnati	"PEPPY POLLY"	
362	11/25	117652	" "	"	"I'LL GET HIM YET"	
"	"	117656	" "	"	" "	

Your prompt attention to this matter will be greatly appreciated.

Yours very truly,

FAMOUS PLAYERS-LASKY CORPORATION,

By J. P. Burrows

JPB:MW
CE

12-4-19.

CAPE COD STORIES Joseph Lincoln (A.L.Burt.)

Two Pairs of Shoes.

Two old Sea captains attend a swell wedding and meet a young city youth who is a great practical joker and dubs them the heavenly twins and starts to have a good time at their expense.

The youth thinks he is some sailor and does not realise that the old captains know more about boats than he will ever learn. In his ragging, he goes a bit too far and finally invites the two old men to be passengers on an ice-boat in a race which he has staged for their special benefit. The men lose patience after a few miles and push him aside and steer the boat to victory, losing himoverboard in one of their wild jibes.

The Count and the Manager.

Two old captains open their Cape Cod home as a summer resort. They have an Italian Count as a guest and he proves to be a fake and a crook into the bargain, being shown up by the manager with some good humor in the showing.

The Weather Bureau.

An old Cape Cod character has a reputation for prophesying the weather and a corner of the local paper is devoted to his prognostications. A dear friend of his is in the clutches of a designing female and the old man resolves to break it up by getting the couple to go on a picnic on a rainy day. The picnic comes off but the rain does not spoil the match, instead it drives the man into the woman s arms. The prophet comes in for a great deal of unpopularity because of his apparent error, and the sacrifice has been in vain.

The Dog Star.

A suitor for the hand of the daughter of an influential citizen has an unpleasant surprise when a cousin associated with his unpleasant past turns up. The suitor calls upon the two proprietors to help him out. The cousin is introduced as a poet and makes love to a guest at the hotel. When the two old men learn of the

"poet's" plan to elope with the guest, they try to kidnap him. They tell him that they are going to take him to Bermuda, but he escapes and they pursue him. The chase ends at his wife's door and he is welcomed by her and her child. The two old men learn that he is an actor in a traveling show.

The Mare and The Motor.

A city chap shoots the decoy ducks od a terrible old character who lived alone with his sister on the shore. His friend tries to save him from being attacked by the decoy'sowners who starts with a pitchfork. The criminal gets into a launch and starts it just as the wielder of the pitchfork gets his knees on the edge. The start throws the criminal overboard and the pursuer into the boat. The man in the boat cannot stop it and the criminal gets into the other man's buggy and the horse balks and he cannot start it. The launch comes near the place where the buggy is standing and the criminal offers to pay for the ducks. The daughter of their owner accepts the offer, signals to the man in the boat how to stopit, starts the horse and all is on the way to a peaceful solution.

The Mark on the Door.

An old Cape Cod resident is made the butt of a youth's ridicule in the presence of a pretty girl, when the old man ignores a "No Trespass sign which has been erected by the youth, a son of an old friend of the farmer's. The farmer vows vengeance. The youth tries to elope with the pretty girl. The farmer goes aboard the yacht and talks so that the girl, concealed in the cabin can hear, talking about the fact that the youth has a sweetheart in the city and is planning to marry her soon. Luck plays into his hands when the boat bumps a wier pole and the youth is thrown overboard and forced to climb a pole to keep from drowning. The girl has heard enough so that she makes her escape from the yacht and the old man then rescues the youth from the pole and feels better.

The Love of Lobelia Hankins.

Some sailors are shipwrecked upon a coral island. After a time, they see a schooner off shore and upon borading it, find the sole occupant is a very ugly and powerful-looking woman. She lives with them for a time, but soon begins to make love to one of their number. He is terrified and tries to escape. The sailors start to leave the island in the schooner and pick up her crew. From their questions, it is learned that they deserted the boa so as to get rid of the woman,

who evidently had them all terrified. Just as they are preparing to sail away and leave her on the island, they turn and see her coming aboard. The sailors go back to their coral island to await a better fate.

The Meanness of Rosy.

Several sailors and a chance acquaintance are shipwrecked upon a cannibal island. The stanger is a photographer and the natives are interested enough in his camera so that they do not eat him. Instead the queen marries him. He has a grudge against the others and is able to work off part of it while he is King. But they all tire of this life and start to leave on a small sailboat. Just as they sight another schooner the ex-king throws the others over-board and appars to nobly rescue them so that when they are taken aboard the boat, he is treated with every honor as a hero and they areput to scrubbing decks.

The Antiquers.

A hoax is put over upon antique hunters by some old Cape Cod residents, by allowing them to think some dishes are old until they bid them in at a very high price at an auction.

His Native Heath.

Some city people visit the poor farm and are chatmed by its beauty. The sole resident tells them such a pathetic story of its being his family's home for generations that they give him a present when they decide to buy it. The selectmen are quite disgusted at his luck.

Jonesy

A rich boy loves a poor girl at college. The girl becomes a sort of housekeeper at the summer hotel of the old sea captains which figures in all these stories. The boy gets a job there. The girl says she will have to go for she does not wish to marry him against his father's wishes. The old captain finds a position for him in the city. The rich father comes to the hotel and falls under the girl's charms and is glad to consent to the marriage.

HMG S.

12-4-19.

CAP'N ERI Joseph Lincoln (A.L.Burt.)

A retired sea captain and his two old friends live together. They decide that they should have a wife and draw lots to decide which one of them should marry to provide the menage with a wife.

The victim ~~answers~~ puts an advertisement in a matrimonial magazine; which is seen by accident by a very good woman who has been left a widow and is being turned out of her home. The woman comes and the three meet her at the train and are horrified to see a very black and very large negress carrying a bag with the prospective bride's name on it. They all flee and take refuge in a shanty. The woman, whose bag a negress had picked up by mistake, finds the home and waits for them. They are all pleasantly surprised.

The night of her arrival, there is a fire of incendiary origin. The man who starts it is a friend of the three and his motive is a crazy desire to do the Lord's will and wipe out a saloon. The captain decides to protect him, when he is found exhausted and almost dead from exposure. The captain sends for the old man's niece. She comes to take care of him and with the prospective bride makes the old men's home a paradise.

The man who is supposed to marry her cannot get up courage to propose and keeps putting it off until the invalid is well. There is a love affair between the niece and an operator at the near-by cable station which has its ups and downs and is aided by the captain in coming to a final happy ending. The man whose saloon was burned tries to blackmail the girl and she feels the disgrace so keenly that she will not tell anyone of her trouble or accept the operator until the money demanded by the man in return for her uncle's crime is all paid. The captain puts a stop to that little game and discovers that he is in love with the woman whom his friend was to marry. He learns that the friend does not care to carry out the agreement so he proposes and is accepted.

HMGS.

Porm 1206

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	X

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVER'S NO.
CHECK
CASH OR CHARGE
TIME FILED

Send the following message subject to the terms on back hereof, which are hereby agreed to

DECEMBER 5th 1919.

E C BIDWELL 4500 Sunset BOULEVARD

LOS ANGELES CALIFORNIA

HAVE MAILED YOU CHECK FOR MISTER GRIFFITHS FEDERAL TAX PAY SAME AT ONCE AND FORWARD THE FOUR INCOME TAX RECEIPTED BILLS AS WE NEED THEM FOR SPECIAL PURPOSE ADVISE IF "COINCIDENCE" CONTRACT SIGNED

BANZHAF

Chg Albert H T Banzhaf
2 Rector Street,
Room 1615

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT
20 BROAD STREET
ALWAYS OPEN
NEW YORK CITY
PHONE: 1278, 1279 RECTOR

TELEGRAM

DELIVERY NO.

The Postal Telegraph Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram). 16—28436

153GS R 16 NL

GS LOSANGELES CAL DEC 6 1919

"Play or Coincidence"

MR A H T BANZHAF

2 RECTOR ST NEWYORK 848 PM

HOWARD MORTON "COINCIDENCE" CONTRACT MAILED YOU DECEMBER SECOND WILL GIVE FEDERAL TAX MATTER IMMEDIATE ATTENTION REGARDS

E C BIDWELL

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1

LAWYERS TITLE AND TRUST COMPANY.

LOUIS V. BRIGHT, PRESIDENT.

160 BROADWAY.

TELEPHONE: 6140 CORTLAND.

NEW YORK, 12/6, 19 19

Answered Sudy Mahon

MESSRS BANZHOF & PEMBLETON,

Dear Sir,

Enclosed please find check for $ 215.94 being the amount of your fee in Title No. 9553

Yours truly,

W. F. BAECK,

Asst. General Manager.

Premises. FLAGLER PROPERTY AT ORIENTA POINT MAMARONECK

Interest Charged on Overdue Accounts

Lawyers Title and Trust Company

TELEPHONE "6140 CORTLAND."

160 Broadway,

NEW YORK

New Sudy

NOV 29, 1919

TITLE No. W 9553

MESSRS BANZHOF & PEMBLETON,

2 RECTOR STREET,

NEW YORK CITY.

DR.

FOR EXAMINATION AND INSURANCE OF TITLE TO

PREMISES FLAGLER RPOPERTY AT ORIENTA POINT MAMARONECK.

AS PER AGREEMENT AUG 13-19	✓	863	75
SURVEY			
TAX SEARCHES			
RECORDING 2 CCC .50 DEED 2.50 3. DEEDS 7.50			
2 MTGES 8.50 LAWYERS TITLE & TRUST CO.		19	00
	W	882	75

PAID DEC 3 - 1919

Per

Plays & Players

December 8th 1919.

Mr. Nathan Burkan,
1451 Broadway,
New York City.

Dear Mr. Burkan:

I beg to acknowledge your favor of the 6th inst. enclosing play entitled "Bonnie Briar"Bush" which I will submit to Mr. Griffith's scenario department at once.

Thanking you for calling this to our attention, I remain

Very truly yours,

AHTB.GD

D.W. Griffith Service offers

The Fall of Babylon — *A Super-Spectacle*

Mother and The Law — *A Dramatic Thunderbolt*

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

Dec. 8th, 1919.

Mr. E.C. Bidwell,
4500 Sunset Blvd.,
Los Angeles, Cal.

Dear Mr. Bidwell:

I enclose herewith statement showing just how the Los Angeles office account stands on our books after having applied all the various entries both debit and credit.

You will notice that at the bottom of the statement there is a difference of $77.25 on our account and I wish you would check this statementup with your ledger and tell us just where this difference comes in. We have all bills or journal vouchers for each item on the statement and therefore there must be something which you have applied against our account but for which you have failed to send us a memorandum.

Please note that on Nov. 22nd you sent us a letter notifying us that you had charged our account with $50.25, but as this letter was dated Nov. 22nd, I have not taken it into consideration in your figures because I was merely interested to strike a balance in agreement with the amount shown on your trial balance of Nov. 15th after closing out accounts to New York office, and as the above mentioned charge of $50.25 was not made until the 22nd, I have not taken it into consideration.

It should only take you a very short time to check this over and you should easily find where the difference is.

Yours very truly,

JCE/SB.

ON ACCOUNT OF LOS ANGELES, OFFICE.

	Debit	Credit
Amount as per your trial Balance of 10/25 OK ~~not our records~~		153562.86
Your Journal Voucher 354 D 4	96000.00	
" " " 354 "		69971.40
" " " 354 "		20840.89
" " " 354 "		52.65
Balance of your Journal Voucher 360	135235.14	
Your A/C Rec. Voucher 775		50.00
" " " " 772		39.00
" " " " 831		51.80
" " " " 832		289.92
" " " " 833		440.19
" " " " 834		331.50
" " " " 766		103.72
" " " " 765 less Cash paid 123.52 / 25.00 in L. A.		98.52
" " " " 764		235.95
" " " " 767		253.52
" " " " 881		544.35
" " " " 878		100.22
" " " " 877		25.07
" " " " 876		748.40
No A/C Rec Voucher for J.C. Epping		160.00
Balance to credit of L.A. Studio on 11/15	16664.82	
	$247899.96	$247899.96

Jr. 356 - 66.
ARV 835 - 16.75
82.75
77.25
5.50

Our Balance $ 16664.82
Your " 16587.57
Difference $ 77.25

less Bal from Miss Miller 25.00 — we have credited your % for the net amount after deducting the 25.00 Cash
52.25
If I included item of 11/25 amounting to 50.25 perhaps this was charged by you to our % prior to 11/15
There is a difference of 2.— if so the difference is only $2.00

No.

We failed to credit us with 66.00 JE 356
16.75 ARV 835
82.75

Should not have credited us with 160.00 JE 365
77.25 difference

MACK SENNETT'S BATHING BEAUTIES
IN PERSON
Appearing in Conjunction with
"YANKEE DOODLE IN BERLIN"
TEL. BRYANT {9846 9847
TOUR UNDER DIRECTION OF SOL L. LESSER
418 LONGACRE BLD'G.

~~NEW YORK~~

San Francisco, Calif.
Dec. 8th

E.C.Bidwell
% D.W.Griffith Studios
45000 Sunset Blvd.
Los Angeles, Calif.

My dear Mr. Bidwell:

Enclosing you herewith, check in the amount of $250.00 -- covering your share of a 5% ($5000) disbursement on YANKEE DOODLE IN BERLIN, declared as of date of December 8th.

Please acknowledge receipt of same to the undersigned.

Yours truly,

YANKEE DOODLE FILM CO.

By

HB
Encl.

Deposit
12/26/19

A. Weiner Dec. 8

Make print of foreign negative stop. Have sample print rushed to first Natl Office N.Y. stop. S. Leaves tomorrow for Nassau. Some of his company have already returned. Personally I think he will be in East about 23rd. Rush Shipments of all 1st. Natl. prints stop. Dorothys Mary Ellen positive should be at the coast as per my wire to Bidwell Saturday. Regards Grey

Lulotowne
England

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AN AGREEMENT made in _____ this 8th day of ~~November~~ Dec., one thousand nine hundred and nineteen between THE WARK PRODUCING CORPORATION of Longacre Building, New York, of the U.S.A. (hereinafter called "The Lessors") of the one part and EMILE WERTHEIMER of 49 Greek Street, London, W. England, (hereinafter called "The Lessee") of the other part:

WHEREAS the Lessors are the owners of the two cinematograph films or productions called "The Fall of Babylon" and "The Mother and the Law" and of the copyright therein for (amongst other countries) the United Kingdom (consisting of England, Scotland, Wales, Ireland, the Isle of Man and the Channel Islands) the Union of South Africa and Rhodesia and the Protectorate of Egypt;

AND WHEREAS the Lessors have agreed to grant to the Lessee the sole and exclusive license to use and grant sub-licenses for the said two films within the territories for the period and upon the terms and conditions hereinafter mentioned.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1,00) each to the other in hand paid, the receipt of which is hereby acknowledged, and for other good and valuable considerations, the parties hereto have agreed and do agree as follows:

1. The Lessors hereby grant to the Lessee the sole and exclusive right to use, produce and sub-license the said two films, namely "The Fall of Babylon" and "The Mother and the Law" for a period of ten(10)years from the date hereof

within the territories of the United Kingdom (consisting of England, Scotland, Wales, Ireland, the Isle of Man and the Channel Islands) the Union of South Africa and Rhodesia and the Protectorate of Egypt.

2. The Lessors agree to supply the Lessees with new prints of either or both of the said films at any time during the currency of this agreement; all such prints to be made from the original negative or negatives and to be paid for by the Lessees at the rate of eight (8¢) cents per linear foot. The Lessors further agree to supply the Lessees at all times with whatever posters or photographs may be required for either or both of the said two films during the currency of this agreement, and such posters and photographs shall be paid for by the Lessees at cost plus 10% (ten per cent). Delivery of said film, posters, etc., shall be made by the Lessors at the City and State of New York, U. S. A.

3. The Lessors agree that all prints supplied to the Lessees under this agreement of either or both the said two films shall be of the full lengths as the films are now, and that if any additions should be made to either or both of the said films in the future and during the currency of this agreement, then the right to use and sub-license such additional parts shall be included in this agreement and all prints of either or both of the said two films supplied to the Lessees thereafter shall contain such additional parts.

4. During the said period of ten (10) years from the date hereof the Lessees shall have the power to grant sub-licenses to any other person, firm or company to use and

exhibit the said two films or either of them within any of the territories aforesaid.

5. Save as aforesaid, this agreement shall not assign to or confer upon the Lessees any performing rights or interest in the copyright in the said two films or either of them within any territories outside those as hereinbefore mentioned.

6. Nothing in this agreement shall constitute a partnership between the Lessors and the Lessees or any of them.

7. The Lessors agree not to grant licenses for the production or to produce the said two films or either of them to any other person, firm or company within any of the territories aforesaid during the said period of ten (10) years, and to do all such acts and things as may be necessary to vest in the Lessees the sole and exclusive right to use and produce the said two films or either of them therein and to secure to them the full benefit of this agreement.

8. The Lessees undertake that they will not allow or cause to be made any duplicate copies of the said two films or either of them or any part thereof nor allow or suffer the said two films or either of them to be shown in any district or territory whatever except as aforesaid, and in the event of any breach of this Clause the Lessees undertake at their own cost to forthwith commence and prosecute such criminal or other proceedings as may be required.

9. This agreement shall bind the Lessors, their successors and assigns on the one hand and the Lessees, their successors and assigns on the other hand.

10. At the end or termination of this agreement the Lessee agrees to return to the Lessors so far as Lessee is able subject to wear and tear, all positive prints of the said two films or either of them, supplied to the Lessee during the currency of this agreement.

11. This agreement is to be construed and take effect as a Contract made in England and in accordance with the Law of England and the Lessors hereby submit to the jurisdiction of the High Court of Justice in England, and hereby appoint the Messrs. Brown, Shipley and every Clerk for the time being of that company to be the agents in London of the Lessors for the purpose of accepting service on behalf of the Lessors respectively or any Writ, Notice, Order, Judgment or other legal process or document in respect of any matter arising out of this agreement and such appointment shall not be revocable and service of any such document on such appointee shall be deemed to be good service on the Lessors for all purposes and the Lessors elect domicile at the registered office of the said Bank.

IN WITNESS WHEREOF the Lessors have hereunto set their hand and seal and the Lessee has hereunto caused his Comman Seal to be affixed the day and year as first aforesaid.

Signed, Sealed and Delivered by the said WARK PRODUCING CORPORATION in the presence of Guy Cromwell Smith

Wark Producing Cor.
Albert R. Abley

Signed, Sealed and Delivered by the said EMILE WERTHEIMER in the presence of Guy Cromwell Smith

E. Wertheimer

December 9, 1919

Mr. A. H. T. Banzhaf,
No. 2 Rector St.,
New York, N. Y.

My dear Mr. Banzhaf:

Referring further to my letter of recent date, transmitting to you the file of contracts, you will recall that I mentioned the contract between myself and Sol Lesser.

I also stated that in this contract I represented Mr. Griffith.

Mr. Griffith invested $5,000.00, through me, in the Mack Sennit picture, "Yankee Doodle in Berlin." I am attaching hereto a brief statement which shows that I have received certain amounts from the Yankee Doodle Company, and that I have paid these amounts over to Mr. Griffith as follows:

RECEIVED FROM YANKEE DOODEE COMPANY		PAID TO D.W.GRIFFITH	
July 1st	$1500.00	July 9th	$1500.00
July 21st	500.00	July 30th	1000.00
July 26th	500.00	August 30th	1250.00
August 12th	250.00	September 6th	1250.00
August 14th	500.00		$5000.00
August 18th	500.00		
September 6th	1250.00		
	$5000.00		

PROFITS RECEIVED FROM YANKEE DOODLE IN BERLIN

SEPTEMBER 27th	250.00
NOVEMBER 17th	495.30
DECEMBER 1st	250.00
	$995.30

From the above, you will notice that on September 6th I received the last amount from Yankee Doodle as return of investment, and that on that same date I deliver-

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ed a check to Mr. Griffith for $1250.00, which reimbursed him fully for his investment in this picture. Subsequent to September 6th, I have received a total of $995.30, which is still due Mr. Griffith, and which I will turn over to him as soon as he will send me funds necessary for operating the ranch.

I am now endeavoring to secure an estimate for the unpaid 1919 ranch expenses, and as soon as I can obtain the figures I will send you a wire.

Mr. Sternlov was in to see a few days ago, and I told him that I wanted to pay off all 1919 bills not later than the end of this month, and I asked him if he could secure bills in time for me to take care of them this month. He stated that he could do this, and as soon as he advises me I will let you know the amount.

Yours very truly,

December 9, 1919

Mr. A. H. T. Banzhaf,
No. 2 Rector Street,
New York City, N. Y.

My dear Mr. Banzhaf:

I am enclosing herewith the office copy of the corrected form of Mr. Griffith's income tax return, together with your letter to me, dated June 4th, explaining that in the original return $5200.00 income from the Epoch Company had been omitted.

I am also enclosing herewith the four individual receipts that have been paid on this return.

I find that I misplaced two of the receipts. Undoubtedly I could locate them if I spent time enough, but the clerk in the tax collector's office was kind enough to issue duplicates for me.

I am offering this explanation to explain why two of the receipts are duplicates.

Trusting that this reaches you promptly, I remain,

Yours very truly,

December 9, 1919

Mr. J. C. Epping,
C/o D. W. Griffith Studio,
Mamaroneck, N. Y.

My dear Mr. Epping:

Last night I wired you a long message regarding the differences mentioned in your letter of December 2nd and your telegram of December 5th.

In my night letter of the 8th, copy of which I sent you by mail last night, I enumerated all the charges made against your office, together with the credits, between the dates of October 25th (I notice in your letter of December 2nd you refer to a trial balance of November 1st, but the figures you give are the figures on our trial balance of October 25th) and the week ending November 15th, after we had posted the closing journal entry No. 360.

If you had taken into your records all of the bills and charges or credits that we have forwarded to you, you could not have helped balancing with us. However, some of these entries may have gone astray in the mail, and, as I wired you in my telegram, if you cannot locate any of them, advise me and I will send duplicates.

For your ready reference, I am attaching hereto a statement which explains itself, and which shows how we arrived at the two trial balances; namely, October 25th and November 15th.

I don't know how close you and Mr. Blake work together on this matter, but I am taking the liberty of forwarding Mr. Blake a copy of this letter, together with a copy of the statement.

Judging from Mr. Blake's letter of November 20th, you seem to be in doubt as to whether or not we had charged your office with all of the items enumerated. In this connection, please be advised that we do not send your office bills, or journal entries or credits without first entering them on our records. So that hereafter, if you find a bill against your office in the mail, you may take it for granted that it is already charged on our records.

It is now nearing the end of December, and this long-distance bookkeeping will soon be a thing of the

past, which I suppose will be greatly to your joy, as well as to my own.

Yours sincerely,

Nov. 15, 1919

STATEMENT OF ACCOUNT WITH

D. W. GRIFFITH STUDIO, N. Y.

Oct.	11	- - - - - - - - - - - - - - - - - -				10,000.00
	23	- - - - - - - - - - - - - - - - - -				115,098.90
	25	- - - - - - - - - - - - - - - - - -				10,000.00
	25	- - - - - - - - - - - - - - - - - -				18,463.96
Oct.	25	Balance shown on trial balance				153,562.86
Oct.	30	Alice Miller, transportation	Ac/R	Vou	765	123.52
	28	Mrs. Mae Gish "	"	"	764	235.95
	30	Mrs. Rodriguez "	"	"	766	103.72
	30	Mrs. Stearns "	"	"	767	253.52
Nov.	1	- - - - - - - - - - - - - - - - - -	"	"	772	39.00
	1	- - - - - - - - - - - - - - - - - -	"	"	775	50.00
	8	- - - - - - - - - - - - - - - - - -	"	"	831	51.80
	"	- - - - - - - - - - - - - - - - - -	"	"	832	289.92
	"	- - - - - - - - - - - - - - - - - -	"	"	833	440.19
	"	- - - - - - - - - - - - - - - - - -	"	"	834	331.50
	"	- - - - - - - - - - - - - - - - - -	"	"	835	16.75
	15	- - - - - - - - - - - - - - - - - -	"	"	876	748.40
	"	- - - - - - - - - - - - - - - - - -	"	"	877	25.07
	"	- - - - - - - - - - - - - - - - - -	"	"	878	100.22
	"	- - - - - - - - - - - - - - - - - -	J.E. No		354	57,074.30
	"	- - - - - - - - - - - - - - - - - -	"		"	12,429.42
	"	- - - - - - - - - - - - - - - - - -	"		"	18.67
	"	- - - - - - - - - - - - - - - - - -	"		"	449.01
	"	- - - - - - - - - - - - - - - - - -	"		"	20,840.89
	"	- - - - - - - - - - - - - - - - - -	"		"	52.65
	"	- - - - - - - - - - - - - - - - - -	"		356	544.35
	"	- - - - - - - - - - - - - - - - - -	"		354	66.00
						247847.71

Less Credits

Oct. 31	Alice Miller -	Cash Report #103	φ25.00	
Nov. 15	- - - - - - - -	J. E. #354	96,000.00	
"	- - - - - - - -	" 360	135,235.14	231260.14
Nov. 15	Balance per trial balance after posting J.E. #360 - - - - -			16587.57

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

December 9, 1919

Mr. A. H. T. Banzhaf,
No. 2 Rector St.,
New York, N. Y.

My dear Mr. Banzhaf:

Just as Mr. Griffith was leaving for the East, we made an estimate of what would be required to take care of his personal expense out here for the months of October and November.

I am attaching a couple of statements which will give you an idea of what I have expended, and, as you will see, the expenses have exceeded the amount advanced for me to operate with. This is due to the fact that I have paid part of the December expenses.

At the time Mr. Griffith gave me $2750.00, I owed him $250.00 on account of the Yankee Doodle picture. Therefore, it is going to require a little adjustment to get the ranch and the Yankee Doodle funds separated. For income tax purposes, I will prepare a complete statement of all the expense that I have made in Mr. Griffith's name outside of the studio transactions.

I have handled approximately $20,000.00 of his money through my own personal checking account, and a large proportion of this represents expense that should be deductable from his income tax return.

I will render one statement for the ranch and another statement covering other expenses.

I am giving you a consolidated report and also separate reports for the months of October and November. I am giving you these separately as matters of comparison. The ranch labor ran higher during November than it did in October for the reason that Carl has been having the orchard pruned. Hereafter it will be still higher, but there will be no more groceries or meats, for the reason that we have discontinued the dining room, and have two families, beside Carl, each of whom live on the ranch but board themselves.

Yours very truly,

Oct

Ed	430.80 ✓
Inv San Pedro	30.00 ✓
Arthur Wright	45.00 ✓
Family W W Griffith	100.00 ✓
C Newmann	18.00 ✓
Misc Bills	46.40 ✓
	670 20

670 20

Ranch Labor	363.00
Horse Ford	80 78
Seed Pot	100.87
Tractor Oil	32.86
Gro	90.11
Meat	30.70
Tools	12.00
Misc bills	40.37
	750.69

1420.89

1420 89
139 97
276 0.86

Nov

Family L & NW	100 50 ✓	150.00
C Neumann	✓	22.00
Taxes San Pedro	✓	171 22
		343.22

Ranch

Labor	436.00	
Taxes	203.71	
Gro	104.54	
Meats	28.90	
Drg Water	50.00	
Storm Drain	18.40	
Misc	155.20	
	996.75	996.75
		1339.97

436
560 75

⊗ Chas Neumann is a sick fellow who used to be with Mr Griffith in days gone by and who is now destitute.

C. A. SCHALLENBERGER J. W. KAYS

J. W. KAYS COMPANY, INC.
GENERAL INSURANCE BROKERS AND ADJUSTERS
7TH FLOOR HIBERNIAN BUILDING
SPRING STREET AT FOURTH
PICO 326 HOME 60814
LOS ANGELES, CALIFORNIA

Dec. 9th, 1919.

D.W. Griffith Studios,
4500 Sunset Blvd.,
Los Angeles, Cal.

RE: Policy #0421185 "Aetna"
Compensation

Gentlemen:

Enclosed herewith please find the above numbered policy which has been issued in lieu of an expiring policy.

You will note that we have placed this Insurance with the Aetna Life Insurance Company, we recently having been appointed General Agents for this Company in this territory and on account of this change new Doctors have been appointed to look after the injured employees, the addresses of such Doctors you will find on the enclosed card, which kindly hang in a conspicious place so that same will be handy in case of an emergency call.

Trusting the enclosed will be found entirely satisfactory, we remain,

Yours very truly,

J. W. KAYS COMPANY, INC.

By M. H. Campbell

MHC:HB

M. Banzhaf

11a.

MINUTES OF THE REGULAR MEETING OF THE BOARD
OF DIRECTORS OF UNITED ARTISTS CORPORATION
held DEC. 9th, 1919.

A regular meeting of the Board of Directors of United Artists Corporation was held in the office of the President of the Corporation, on the 9th floor of 729 Seventh Avenue, in the city of New York, N. Y., at 4:00 O'clock p. m., Tuesday, Dec. 9th, 1919.

Present: Messrs. Nathan Burkan and Oscar A. Price.

In attendance: Mr. L. H. Hoover.

Because of lack of quorum, on motion duly made and seconded, the meeting was adjourned until 4:00 o'clock p. m., Tuesday, Dec. 16th, 1919.

D. W. GRIFFITH COLLECTIONS
MUSEUM OF MODERN ART FILM LIBRARY

Mr. Burkan

MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF UNITED ARTISTS CORPORATION, LIMITED, Held Dec. 9, 1919.

A regular meeting of the Board of Directors of United Artists Corporation, Limited, was held in the office of the President of the Corporation, on the 9th floor of 729 Seventh Avenue, in the city of New York, N. Y., at 4:30 O'clock p. m., Tuesday, Dec. 9th, 1919.

Present: Messrs. Nathan Burkan and Oscar A. Price.

In attendance: Mr. L. R. Hoover.

Because of lack of quorum, on motion duly made and seconded, the meeting was adjourned until 4:30 O'clock p. m., Tuesday, Dec. 16th, 1919.

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF DIRECTORS OF UNITED ARTISTS CORPORATION OF ILLINOIS
HELD Dec. 9, 1919.

A regular meeting of the Board of Directors of United Artists Corporation of Illinois was held in the office of the President of the Corporation, on the 9th floor of 729 Seventh Avenue, in the city of New York, New York, at 4:15 o'clock p. m., Tuesday, Dec. 9th, 1919.

Present: Messrs. Nathan Burkan and Oscar A. Price.

In attendance: Mr. L. R. Hoover.

Because of lack of quorum, on motion duly made and seconded, the meeting was adjourned until 4:15 o'clock p. m., Tuesday, Dec. 16th, 1919.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

IMPORTANT

GEORGE C. VAN TUYL, JR.
CHAIRMAN OF THE BOARD

EDWARD S. MADDOCK, PRESIDENT
HOWARD L. WYNEGAR, VICE PRESIDENT
BURT A. McDONALD, VICE PRESIDENT
J. GIBSON JARVIE, VICE PRESIDENT
FRED A. FRANKLIN, TREASURER
HAROLD M. BENSON, SECRETARY
WILLIAM J. BOLD, ASST. TREASURER
A. BRUNSWICK, ASST. TREASURER
C. C. KEELE, ASST. SECRETARY
MILTON B. IGNATIUS,
ASST. TREASURER AND ASST. SECRETARY

CONTINENTAL GUARANTY CORPORATION

CONTINENTAL GUARANTY BUILDING

248 MADISON AVENUE, NEW YORK.

BRANCHES:
LONDON, ENGLAND
SAN FRANCISCO, CALIFORNIA
MONTREAL, CANADA

AFFILIATED WITH
GUARANTY BANKING CORPORATION
CHICAGO, ILL.

D. W. Griffith Studio
Orienta Route
Mamaroneck, N. Y.

December 9, 1919

In Re: D10694

The dealer from whom you recently purchased a motor vehicle is a client of this banking institution and has discounted your note with us, at the same time assigning to us the contract which you executed in connection with this transaction. You should, therefore, make all payments on your note to the CONTINENTAL GUARANTY CORPORATION, at this office, on or before due dates. When mailing payments, please use Bank Draft, Money Order or Express Order.

In order to maintain the integrity of the security for notes discounted with this Corporation, we, of course, require that the motor vehicle be protected by insurance. We have, therefore, purchased one full year's insurance upon this motor vehicle and the premium has been paid in full. This insurance, while protecting our interests, also covers your equity in the motor vehicle. You will understand, of course, that just as soon as you have paid your note in full, you become the sole party at interest and will be entitled to the full protection of the insurance. Your note will be cancelled, and, together with the contract which you executed, will be returned to you and will then serve as evidence of your sole insurable interest.

The motor vehicle thus insured is described in your contract as follows:

MAKE.....Ford.....
MODEL.....Truck.....TYPE OF BODY.....Truck.....
Serial Nos. .....3457247.....

Complete with standard attachments and equipment.

The nature and extent of this coverage are described in the statements appended to this letter and the respective amounts of insurance on said motor vehicle are as follows:

Fire, Theft and Transportation $.....640 00.....
~~Collision~~ $.....~~750 00~~.....Cancelled —

Insurance is effective from....11.26.19..and expires 11.26.20.....

Should you at any time wish to make advance payments on your note, we will be glad to allow you interest at the rate of six per cent per annum on the amount and for the period of the anticipations.

Should you wish to dispose of the motor vehicle before the expiration of this insurance, we will undertake to have the insurance transferred to the purchaser, as we have agreed with the insurance company that there shall be no cancellation for this reason.

Yours very truly,

Fred Franklin

TREASURER.

IMPORTANT

I. READ THE PRINCIPAL PROVISIONS OF INSURANCE, PRINTED ON NEXT PAGE.

II. IF YOU HAVE A FIRE OR COLLISION—

1st. **Protect** the car from further damage, stealing of parts, etc. (Reasonable expense so incurred will be repaid you.) **Do not abandon** the car under any circumstances; if you do so, you have no claim against the Insurance Company.

2d. **Immediately notify** Continental Guaranty Corporation, stating:

a—Your Account Number.
b—Date of Loss.
c—Approximate Damage.
d—Car's Present Location.

If the loss amounts to $100 or more, **telegraph** Continental Guaranty Corporation.

(EXAMPLE—"Fifty per cent $\frac{\text{fire}}{\text{collision}}$ damage June tenth Account number six one two one Now at Smith Garage Pittsburg John Jones")

III. IF YOUR CAR IS STOLEN—

1st. **Notify City Police Immediately.**

2d. If not recovered within five hours, **telegraph** Continental Guaranty Corporation.

a—Your Account Number.
b—Time when, and place from which stolen.
c—License Number.
d—Any distinguishing marks, scratches, special equipment, etc.
e—Whether police have been notified.

(EXAMPLE—"X. Y. Z. touring number one two one six five three License five eight nine two seven stolen to-day from front Palace Theatre Equipped self-starter electric lights deep scratch rear tonneau initials GMC cut in crank case Police and County Sheriff notified Account number twelve two naught one John Jones.")

IV. Notify Continental Guaranty Corporation by **Letter** stating full particulars of loss, whether **Fire, Theft or Collision.**

It is unnecessary to telegraph where equipment only is stolen, but the police should be immediately notified, with full description, and details mailed promptly to **CONTINENTAL GUARANTY CORPORATION.**

V. Remember that theft of tools, extra tires (except those included in original contract), **robes, wearing apparel or personal effects not covered.** Keep these protected.

Principal Provisions Concerning Insurance Provided on the Motor Vehicle Which You Have Acquired

Read these Provisions Carefully

INSURANCE AND INSURED

The Time Price named on your contract is inclusive of all incidental charges necessary because of the sale of the merchandise on time payments. It includes, therefore, all charges for the necessary insurance and it also includes all other charges so that there are no extras for interest, filing fees, conveyancer charges, legal forms, nor for the risk taken and the additional credit, collection and accounting expenses. Accordingly insurance protection has been obtained for one year, to cover our interests as well as yours, as explained in the letter on the first page hereof.

The perils insured against and the principal conditions of insurance are:

PERILS INSURED AGAINST

(See also "Exclusions," below)

(A) Fire arising from any cause whatsoever and Lightning.

(B) While being transported in any conveyance by land or water—stranding, sinking, collision, burning or derailment of such conveyance, including general average and salvage charges for which the Assured is legally liable.

(C) Theft, robbery or pilferage, excepting by any person or persons in the Assured's household or in the Assured's service or employment whether the theft, robbery or pilferage occur during the hours of such service or employment or not, and excepting in any case other than in case of total loss of the automobile described therein, the theft, robbery or pilferage of tools and repair equipment, extra tires, (except as below noted) or such other additional equipment.

(D) Collision Insurance. **(No collision insurance has been provided unless clearly indicated in the letter on the first page hereof.)** This covers damage to the motor vehicle and/or equipment herein described by being in accidental collision during the period insured with any other automobile, vehicle or object, excluding (1) loss or damage to any tire due to puncture, cut, gash, blow-out or other ordinary tire trouble; and excluding in any event loss or damage to any tire unless caused in an accidental collision which also causes other loss or damage to the insured motor vehicle; (2) loss or damage while the automobile insured is being operated in any race or speed contest or while being operated by any person under the age of sixteen years or under the age limit fixed by law.

EXCLUSIONS

Small claims for theft, not aggregating $25.00 or more, will not be allowed, but when the amount involved is $25.00 or more, the claim, if otherwise proper, will be paid in full.

Collision coverage is subject to the usual $50 deductible clause; i. e., the first $50 of any claim may not be recovered under the insurance policy (each accident being deemed a separate claim and said sum being deducted from the amount of each claim when determined.)

It is a condition of the policy that it shall be null and void:

(a) If the automobile described therein **shall be used for carrying passengers for compensation, or rented, or leased,** or operated in any race or speed test, or during the period of twenty-four hours immediately preceding or following any such race or speed test unless endorsed hereon;

(b) If at the time a loss occurs there be **any other insurance covering against the risks assumed** by this policy which would attach if this insurance had not been effected;

(c) If the interest of the Assured in the property be other than unconditional and sole ownership, or if the subject of this insurance be or become encumbered by any lien or mortgage except as respects the interest of this company and/or the dealer in said motor vehicle;

(d) If the insurance or any part thereof shall be assigned without the consent of the insurance company by proper endorsement, or in case of transfer or termination of any interest of the Assured other than by the death of an Assured, or any change in the nature of the insurable interest of the Assured in the property described herein, either by sale or otherwise.

SPECIAL PROVISIONS

The amount of fire and theft insurance provided has been indicated in the letter which appears on the first page of this folder. That amount is eighty per cent. of the selling price of the car, and is effective from noon of the day when the contract and the note were signed and for a total period of twelve months thereafter. Theft of extra tires is covered under our policy only if the extra tires were included as part of the original sale for which the contract and note were signed.

The amount of collision insurance, if provided, is also indicated in the letter appearing on the first page hereof. That amount is for the value (i. e., list price f. o. b. factory if new; cash selling price if used) of the automobile and, similar to fire and theft insurance, it is effective from noon of the day when the contract and note were signed and for a total period of twelve months from the date thereof.

NOTICE AND PROOF OF LOSS

Losses must be immediately reported in writing direct to us at the address appearing at the head of the letter on the first page hereof. We will in turn immediately notify the insurance company which will request its local adjuster promptly to investigate the claim. In reporting a loss, the instructions appearing on the opposite page should be carefully followed. The purchaser should lose no time in reporting the loss, as delays may be prejudicial to interests involved; he must also be prepared to produce necessary proof of loss within sixty days of the date of loss and submit to proper examination of his claim.

The installments on your note are payable on following dates at office of Continental Guaranty Corporation, 248 Madison Ave., New York City.

MONTH	DAY		Amount
12	26	19	$ 48 00
1		20	$ 48 00
2			$ 48 00
3			$ 48 00
4			$ 48 00
5			$ 48 00
6			$ 48 00
7			$ 48 00
8			$ 48 00
9			$ 48 00
10			$ 48 00
11			$ 48 00
TOTAL AMOUNT OF NOTE			576 00

Your note number is.....D10694.....Always place this number on your letters, certified checks, bank drafts, or money orders for identification purposes.

Carefully Preserve This

It is a Valuable Record of the **Terms and Conditions** of your **Contract** and evidence of the **Insurance** which has been purchased to protect the Motor Vehicle covered by that Contract.

Continental Guaranty Corporation

248 MADISON AVE. NEW YORK CITY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

December 10, 1919

Mr. J. C. Epping,
D. W. Griffith Studio,
Mamaroneck, N. Y.

My dear Mr. Epping:

The Wark Producing Company is indebted to this studio for three items, as follows:

October 21st, Printing ten copies of "Fall of Babylon" - - - - - - - - - 5,176.00

November 15th, Balance due from A. P. Hamburg on account of showing of "Mother and the Law" and "Fall of Babylon" at the Kinema Theatre, January and February, 1919 - - - - 30.30

December 1st, Ten copies of "Mother and the Law" - - - - - - - - - - - - - - - 3,451.00

Total- - - $8,657.30

Inasmuch as the two larger items cover laboratory work and we had to dig up the cash for the stock, we would greatly appreciate check to cover at your earliest convenience.

Very truly yours,

TELEPHONES
MAMARONECK { 1190 1191 1192 1193

D. W. GRIFFITH STUDIO

ORIENTA POINT

MAMARONECK, N. Y.

December 10,1919

Mr. Albert Banzhaf
2 Hector Street,
New York City

Dear Mr. Banzhaf;

The Manuscript of "Bonnie Briar Bush" which came into our hands yesterday, was to have been returned today, December 10, Will you please take the matter up with Mr. Hunt so that we may have a few more days in which to give it consideration?

Very truly yours

H C. Carr.

HHC
IEH

United Artists

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF THE PRESIDENT

Dec. 10, 1919.

Dear Mr. Banzhaf:-

I enclose herewith "Approximate Statement of Earnings and Expenses for the week ended Nov. 29th"; also "Approximate Statement of Earnings and Expenses for the month of November, 1919".

It is very gratifying to report that our net profit (subject to audited adjustment) for the month of November, is $32,770.37. This wipes out the deficit of $28,074.98 reported on November 1st, and leaves a surplus of $4695.39.

All organization expenses have been paid, including the General Counsel's Fee, leaving, intact, $120,000, paid in by the stockholders.

This result has been obtained on the release of two pictures, and the partial sale of two future releases, and is a fair index of what can be accomplished, with profits increasing accordingly, when we receive pictures from all the stars.

With kindest regards, I am

Cordially yours,

Oscar A Price

President.

Mr. Albert H. T. Banzhaf,
#2-Rector Street,
New York City.

(A) TELEPHONE STORY Taylor 12-11-19.

Theme: Stormy life of a telephone girl.

Synopsis: A telephone girl loses her position for inattention. Her simple Irish lover knows she will not marry him and be a burden, so he tries to get the job back for her. The union will do nothing so he leaves it. The officials of the company see the advantage of having her back because of her influence with a good union man. Strikes and trouble follow. The girl and her lover are ~~called~~ tagged as scabs. A union leader who wishes revenge uses the girl's need for money to help her sick mother and gets her to deliver "dope." The girl is arrested. She has delivered the stuff to the wife of the president of the company and then has heard over the wire that the house of the president was on fire and his baby in danger. She saves the child and the president saves her from conviction and the real "dope" seller is arrested.

Comment. It seems such a far cry from a nice wholesome telephone girl to a vice-ring or dope doctor that I cannot make the jump. The original situation is good but deserves a better end. Good comedy melo, a la "Battling Jane."

HMGS.

Dworchus Telephone Story. (Earlier synopsis.)

She is a girl of the tenements with a sick mother and two small brothers dependent upon her labor. She is anxious to succeed in her work as a telephone operator,but her warm, impulsive heart has led her frequently to listen to the troubles of others over the lines and she has been warned repeatedly for the neglect of her work which ensues. She doesn't want to lose this job,but one day she hears a wife piteously pleading with her husband to return to her. She listens sympathetically and then is stirred to some remarks by his brutal rejoiners-the monitors sees the lights for calls flashing on her board-she is summoned to the office and despite her tears is discharged,despite her promises that it will never happen again.

At home is the sick mother,the two little brothers. John Casey,a telephone wireman,the girl's half acknowledged sweetheart,who lives alone in the tenement room above those of the girl,calls on her and is stirred by her dismissal. It was all wrong,they have taken snap judgement on her. Perhaps the union could do something,it must. They are meeting that night,meeting to decide a strike question. He goes, talks with the officers,but gets no satisfaction. To his simple Irish mind it is rather bewildering. He must help the girl he loves back to her job. She won't marry him now because she won't burden him with the support of a helpless family,she must have work,she loved that job. He goes to

the chief wireman. They'll be needing men badly in the morning with the strike on,he(Casey)is a valuable man,if they give the girl her job back and keep her on,he will scab on the union and come to work despite the strike. The chief visits the manager and comes back with approval and the letter to the girl Casey has demanded offering her the job. The girl is delighted.

But Casey had been seen coming from the chief's office. Three men visit him in his room upstairs to argue him. He shows them the letter he has written to the union announcing his intention of scabbing,and why,and resigning from the union. Th girl hears,for the quarrel is quite violent(and may be a fight) and after his visiters have gone she demands the truth of Casey. For her sake he lies to her-he is not scabbing-he has gotten her job for her on her merits,and this as she requires him, sworn on his love for her. She lives happy and he is bitter over his lie,but a white one,for her.

In the morning Casey is again approached on the sideqalk by strikers as he leaves for work an hour before the girl. Her brother,coming from grocery,hears and reports to her. Casey has earned the contempt of the men and is about to be fired from the union-all to get this job for her. She hurries to union headquarters. The officers are rather short with her,they are not interested in her story,Casey must go and that's the end of it. She grows angry and declares she will stand by Casey and scab with him. And she has to do so literally for the officers of the telephone girl's union meet that morning and

call a sympathetic strike. So at noon the girl is left almost alone at the board. But her spirit is curious. When they put some green girls on and one of them asks her help she refuses to help her because she is a scab .

That evening she will not stay at the exchange,she must go to her mother. And Casey escorts her home through the jeering crowd. At home she finds the doctor. Her mother is worse and should be sent to the hospital. She needs the skilled care of nurses. But the mother has a queer horror of hospitals,an Irish peasants horror. The doctor shakes his head. A nurse would help,perhaps do just as well. The girl promises to try to persuade her mother to go to the hospital and he leaves. But the girl cannot persuade her. If they could only get a nurse. Casey has saved a hundred dollars. The girl doesn't want him to do it. It hurts her to think of her troubles breaking her friend,her sweetheart,but Casey hurries to the nearest drug store to telephone the doctor.

Now let us turn back to where Casey and the girl left the telephone exchange for home. A group of men and girls expressed indignation that such a fine fellow as Casey should have gone wrong entirely beca use of that girl. And what poetic justice it would be if now that he had lost his friends and been kicked out of the union he lost the girl in some way, too. And these ideas fell on the ears of a certain man.

In the old days when unions resorted to violence and much trickery this man had been a power in the union,but newer and better ideas coming in he had been shoved aside,though he still

remained a member. He had not worked at his trade of lineman for years and his occupation was a mystery,but it was generally suspected that after his troubles in the union he had taken to dope. This worthy listened and thought he saw a chance of gaining some favor by playing a trick on Casey,perhaps of gaining a small following and popularity for his methods. He would try to find some way of making Casey sick of his girl, and sick of what he had done for her. But how,there seemed no way.

He goes to the drug store for which he acts as a distributing agent for dope. It is typical of its kind and the one to which Casey comes to telephone. The proprietor wants the dope to take over the "swell" route-the distribution among certain wealthy women,but the dope recoils. The agents of the vice society are particularly active against that phase of the vice. Three of the agents on that route have been arrested and sent up within a month. It is all right to peddle among the criminal and the poor,but the other. The proprietor wants the dope to find some one for him to peddle the swell route. (Distribution of dope is always by agents and never over the counter) At that moment Casey arrives. The dope sneers at him as a scab and would fight, but Casey goes to the phone booth. Unknown to Casey the dope listens. He hears the talk with the doctor. He learns enough to know the girl's mother requires comparatively costly care,that the girl is broke and is also deeply concerned because Casey is parting with his small savings,which will probably not go very far in her

troubles. So the dope sneaks to the girl. He points out that if she will handle this medicine route she can make nearly a hundred a week. She can quite scabbing and when she quits Casey will quit and make his peace with the union. She will be able to provide her mother with all she needs and right at home and all will be happy. She will deal only with the best people and it will not be wrong for these people are all confirmed fiends who would get and use the dope anyhow-in fact they have to have it pr they would die. She listens in amazement,then rises in anger to dismiss him when the mother needs attention. The nurse arrives. The mother is cared for. Nurse and girl return to the front room where the dope still waits. The nurse gives the girl a list of appliances and drugs the doctor has ordered. Faintly the girl asks what they will cost. About twenty dollars. The nurse returns to the mother. The girl looks in her purse. Only two dollars. The dope again urges. And the girl falls.

After the girl has been given the packages,she only has five houses to go to,the dope tips the vice society detectives, telling them where the girl is going first-to the home of the president of the telephone company whose wife is a fiend.

But at the house the girl hesitates. She can't do this thing. She turns to go. But the wife is restless from lack of drug-the agents visit has been two days over due. She has been looking frm the window. She sees the girl. She senses who she is. She slips down and gets the girl at the gate. The packages are in the girl's hand. But she will not give them up. There is a brief struggle-the wife gets several of them and thrusts money in

the girl's hand and hurries back to the house. The girl sits on the steps almost overcome with horror. Then the agents of the vice society get her. And the dope,who had followed the girl furtively,laughs. This will be some story in the papers in the morning and some situation for Casey,the scab,and after all he had done for the girl.

At the police station the old desk sergeant is inclined to be sympathetic with the girl. He advises her to give a fictitious name and address,but the captain,when he sees the girl,sees only a clever young rogue and sends her to the police court. Here the judge sees her in chambers and believes her story. Meanwhile,assisted by the old desk sergeant,the girl had phoned Casey where he is working at the telephone switchboard as repair wireman. He is with her at the judge's hearing and takes her home when the judge releases her on her own recognizance, much to the captain's disgust.

But on the way home Casey has persuaded her the best thing is to return for night work at the switchboard. Work will keep her mind off her troubles and she will be near him. So,leaving word at home that she is returning for night work,she goes with Casey.

At the president's home the wife takes an overdose and is found by her husband on his return and thoyght to be dying. After the doctor is summoned the husband calls up the captain of police. He wants that vice ring broken up and will pay any money necessary for expenses. The captain gets active. The girl's address is found to be fictitious. Then they get the cal she made to Casey

at the switchboard. They talk to Casey in the office downstairs, not knowing or suspecting that the girl works at the board. He refuses to give any information and not allowing him to return to the board they take him to the station.

At the president's house he goes with his wife when she is taken to the hospital. This leaves their little child of five alone with the servants. The latter see a chance to see a certain movie they have wanted to see and which is on only for that night. The child's nurse hurries it to bed,not even waiting to hear its prayers. They lock up the house and go. The child is left alone. It is worried about its prayers. Finally gets on the phone. And the girl,not knowing whose child it is,hears the prayers.

Meanwhile the dope,emboldened by the move against the girl,has determined to use some of the old time methods in the strike. He operates alone. He gets to the main trunks under the switchboard building.

At the president's house the little child,after saying its prayers, goes back upstairs. But when it left its room it had accidently knocked over the night lamp,a candle in a glass container,and a fire has started. Smoke is begininng to pour down the hallways. The child tries to get out. Everything is locked. It runs to the phone. Again the girl gets the call. This time the child tells where it lives and the father's name and its danger. Then every line on the board is suddenly cut off. The girl rushes outside. A policeman on duty takes her message and starts to the nearest fire house. The girl sees an auto at the curb. She

MUSEUM OF MODERN ART FILM LIBRARY

starts to save the baby. As she turns to go she sees the dope in the hands of the police. They have captured him as he tried to make his escape.

The girl gets to the president's house. Breaks in a window shutter. Finally finds the child. Outs it on the porch outside, but already almost overcome falls back in the thick smoke herself. The father finds the child in the yard and the girl just being brought out by the firemen.

At the station the dope meets Casey coming from a grilling. He jeers him,jeers him about the girl. And the police find out about the girl from the dope. They trace her from the switch-board on her ride to the burning house. They find she has just left in the president's car with the president and little child for her home. They follow. Get her as she steps out of the car. The president is dazed,but the girl saved his child's life and saved his home from being destroyed. The police must fulfill their orders and take the girl to the station,there the president can have the charge dropped. So they go.

And at the station the girl sees the dope and the true dope agent is held,while Casey and the girl go free rejoicing.

Form 1206

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	X
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVER'S NO.
CHECK
CASH OR CHARGE
TIME FILED

Send the following message subject to the terms on back hereof, which are hereby agreed to

December 12th 1919

Ware

E C HIDWELL 4500 Sunset Boulevard

Los Angeles California

PLEASE ADVISE AT ONCE IF YOU HAVE ON HAND OR CAN PRINT UP IMMEDIATELY FOUR OR FIVE COPIES WITH FLASH TITLES OF THE ORIGINAL STORY OF INTOLERANCE AS WE HAVE AN ORDER FOR SUCH PRINT REGARDS

BAMZHAF

chg. Albert H T Banzhaf
1615 2 Rector St.

Plays

December 12th 1919.

Mr. Nathan Burkan,
1451 Broadway,
New York City.

Dear Mr. Burkan:

I received a request from Mr. Carr, head of Mr. Griffith's scenario department, requesting a few more days to go over the manuscript "Bonnie Briar Bush" in order that he may be able to determine whether Mr. Griffith could use the same. Will you therefore kindly ask Mr. Hunt if this will be satisfactory, and oblige

Very truly yours,

P.S. I will see you next Tuesday at the meeting relative to our other matters.

A.H.T.B.

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

December 12th 1919.

Mr. H.C. Carr,
c/o D.W. Griffith Studio,
Mamaroneck, N.Y.

Dear Mr. Carr:

In reply to your favor of the 10th inst. beg to advise that I have this day written to Mr. Burkan, requesting him for a few more days in which you may give consideration to the above production, and I have no doubt but what you may keep the same without further notice for that purpose. This manuscript when returned should be returned to Nathan Burkan, Lawyer, as per his letter which was left in the folder.

Very truly yours,

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

JOSEPH S. FRANK
COUNSELLOR AT LAW
66 BROADWAY
NEW YORK CITY

TELEPHONE 289 RECTOR

December 12, 1919

BUELL vs. GRIFFITHS

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

My dear Bert:-

Under LINTON vs. UNEXCELLED FIREWORKS CO., 124 N. Y., 533, only the terms of the contract, the fact of the discharge, and whether the present defendant was the employer, can be litigated, as the pleadings now stand. A discharge before the expiration of the stipulated term is prima facia a breach, and gives the employee a right of action. The allegation in the complaint that the discharge was wrongful, is surplusage, and a general denial does not put it in issue. Justification for the discharge and also that the employee secured or should have secured other similar employment, thereby reducing the damages, must be specially pleaded in the answer.

As the present case will apparently turn upon the terms of the contract, and the identity of the defendant, it should not be necessary to amend the answer. Should a new suit be commenced against the corporation, a different form of answer would, however, appear to be necessary.

Very truly yours,

Joseph S. Frank

JSF/MM

MACK SENNETT'S BATHING BEAUTIES
IN PERSON
Appearing in Conjunction with
"YANKEE DOODLE IN BERLIN"
TOUR UNDER DIRECTION OF SOL L. LESSER

TEL. BRYANT {9846 / 9847

418 LONGACRE BLD'G.

~~NEW YORK~~

December 12
1919

Mr. D.C.Bidwell
4500 Sunset Blvd.
Los Angeles, Calif.

My dear Mr. Bidwell:

Enclosing herewith - Yankee Doodle in Berlin statement ending Nov. 29, 1919.

Yours Truly,

YANKEE DOODLE FILM CO.

per E H Messer

HB
Encl.

San Francisco Office

---STATEMENT ------ Nov.29,1919

Expenses		Earnings	
Cost of Rights	95250.00	Sale of Rights	186750.00
Royalties	31167.01	Company Earnings	56705.43
Company Losses	18376.62		
Commissions	2287.35		
Legal	550.00		
Insurance	297.35		
Interest	1966.81		
Travel	841.37		
Salary	8126.26		
S.F.Office Overhead	2700.00		
Publicity	2537.27		
N.Y.Advance	2834.58		
Booking Expense	950.89		
General Expense	6841.82		
Prints	3623.99		
Unpaid Advances		Posters	2180.25
Company No. 8 Suspense	55.00		
" " " Managers Emergency Fund	300.00		
" No. 8	83.18	Company No. 9	12.00
" No. 10	315.47	Company No. 12	1.19
" No. 15	19.17	Company No. 14	29.19
" No. 16-17	23.34	Company No. 18	26.84
" No. 19	261.11		
Company No. 20	85.64		
" No. 22	13.17		
" No. 7A	41.21		
" No. 24	181.98		
" No. 25	1691.00		
Suspense	1983.33		
Wardrobe Accounts	455.87		
Costumes (Sennett)	2258.78		
Equipment	30230.53		
Surplus	29354.70		
	245704.90		245704.90

Furniture and Fixtures	121.00		
Cash	7522.37	Accounts Payable	14508.21
Bills Receivable	4500.00	Tax (Excise)	362.80
Accounts Receivable	9144.65	Surplus	29354.70
Disbursement	22937.69		
	44225.71		44225.71

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

December 13th 1919.

Sherwood M. Hard & Company, Inc.,
30 Church Street,
New York City.

Gentlemen:

Enclosed find check for $375.00 drawn on the D. W.G. Corporation in payment of David W. Griffith's premium on policy No. 2380289 for one year.

Kindly receipt within bill and return to us.

Very truly yours,

MD:MS
Enc. 2

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM

Dec. 13, 1919

Mr. Geogge Beban,
c/o George Beban Productions,
912 Girard St.,
Los Angeles, Cal.

Dear Sir:-

We have your check #107 for $986.42 which we have applied against the $1033.06 due us on November 28th - thus leaving a balance due us amounting to $46.64. We notice that this difference is you have apparently questioned the amount of positive that we printed, as you have paid for only 15552 feet, whereas we printed and billed you for 16633 feet - a difference of 1081 feet, or $46.64.

On taking this up with our Mr. Altschuler, he asserts that he did not print a foot of positive that he was not requested to print and he claims that our bills have been correct as to footage.

In this connection beg to advise that your company receives exactly the same treatment that is extended to all other producers who enjoy credit at our laboratory and yours is the first instance where our footage has been questioned.

We therefore expect a remittance for this $46.64 and we will also appreciate payment of our invoice amounting to $317.01 as we have a large C.O.D. consignment of film coming in within a few days.

Yours very truly,

D. W. GRIFFITH STUDIO

By

Manager

LUCERNE HOTEL AND GARDEN

Burton Mank, Manager

European Plan

Private Baths

Hot and Cold Spring Water

Home Cooked Meals

Native and American

Tropical Summer Garden

Vaudeville Cabaret Dancing

Jazz Orchestra

THE POPULAR HOTEL OF THE BAHAMAS

SPECIAL SERVICE—TOURING CARS—MOTOR BOAT FOR HUNTING AND FISHING

Nassau, Bahamas_____ 19

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

(c 12/15/19 - dk) 1919

To the Hon Josephus Daniels
Secretary of the Navy.

Sir:_

I have just learned== we are somewhat out of the way here on the Bahama Islands== of the prompt and generous way in which you directed the naval forces at your disposal to come to our rescue when the boat on which my party of 37 ~~people~~ people and myself were cast away, through stress of weather, in the vicinity of the Berry Islands. That the sub=chasers and airplanes sent out to rescue us failed to find us under the lee of a storm bound Key is no reflection on the untiring efforts which they made, even at great danger to themselves. It was one of the most severe storms that has hit the Gulf Stream in this neighborhood for years and it was only by the grace of God that we reached the Bahamas in safety.

It was a most distressing experience and we were in some ~~xxxxx~~ peril, but it seems now to have been worth all that we suffered to know that you so willingly and promptly took steps to rescue us.

In the name of the ladies and gentlemen who were with me and on my own behalf I desire to express, Sir, my warm sense of gratitude and my heartiest and most earnest thanks.

I beg to remain,

Respectfully Yours,

David Wark Griffith.

POSTAL TELEGRAPH – COMMERCIAL CABLE

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

TELEGRAM

DELIVERY NO. CB

The Postal Telegraph Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank

This is a fast Day Telegram unless otherwise indicated by signal after the number of words—"N. L." (Night Lettergram) or "Nite" (Night Telegram). Form 16

T426CH TR 36 N L 1240AM

GS LOSANGELES CALIF DEC 15 1919

Work

2288

A H T BANZHAF

2 RECTOR ST NEWYORK NY

HAVE NO COPIES ORIGINAL STORY INTOLERANCE ON HAND AND IMPOSSIBLE TO PRINT THEM BECAUSE CUTTING NEGATIVES BABYLON AND MOTHER AND LAW MADE IT IMPOSSIBLE TO RESTORE NEGATIVE TO ORIGINAL FORM JIMMIE SMITH CAN VERIFY THIS REGARDS

E C BIDWELL

cut mstr

120 BROAD ST.
TEL. 1278 RECTOR

Dec. 15, 1919

Mr. J. C. Epping
720 Longacre Bldg.
New York City, N. Y.

My dear Mr Epping:-

I have your letter of December 8 attaching tabulation showing a difference between your records and ours amounting to $77.25. By this time according to your later telegrams you have discovered the discrepancy, but for your information I find that the difference was composed of the following items:

You credit us with item not on our records at time of our letter		$160.00
Our J.E.#356 account Arthur Ryan	$66.00	
Our Accts. Rec. voucher #835	16.75	
		82.75
		77.25

You will note that this leaves the difference mentioned in your letter $77.25.

Yours very truly,

ECB/F

Dec. 15, 1919

Mr. J. H. Blake
c/o D. W. Griffith Studio
Orienta Point
Mamaroneck, N. Y.

My dear Mr. Blake:-

I have your letter of December 4th in which you give a list of the entries that you have made relative to our office. The entries are all right as far as they go, but I notice they do not include entries from our J.E. #354-356.

For your information we giving you herewith a statement which shows all the debits and credits we have made so far as this office is concerned between the dates of November 15th and December 6th.

We have already sent you a statement of entries prior to November 15th so that with this later statement you should be enabled to check with our records absolutely.

Yours very truly,

ECB/F

Statement of Account with D. W. Griffith's Studio, New York, November 15th to December 6th inclusive.

Nov.	15	balance (debit)		$16587.57	
	20		a/c #918	66094.93	
	22		919	873.25	
	22		920	16.00	
	22		921	18.40	
	22		922	319.82	
	22		Cash 141	50.25	
	29		963	703.58	
	29		964	47.41	
	29		965	2556.10	
	29		966	3.80	
	29		967	889.28	
Dec.	1		979	6274.02	
	6		1013	150.82	
	6		1014	771.75	
	6		1015	254.30	
	6		J. E. 363	1924.15	
	6		365	160.00	$37,695.13

CREDITS.

Nov.	22	ARV	923	8.50	
	20	Cash Rep	106	10000.00	
	22	ARV No.	882	33.00	
	22		883	117.85	
	22		884	125.53	
	22		885	43.60	
	22		886	41.80	
	22		887	3.00	
	22		888	2.48	
	22		889	1.00	
	29		924	362.05	
	29		925	8.40	
	29		929	8.00	
	29		961	100.00	
Dec.	6		1015	555.18	11410.39

Balance - - - - - - - - - - - 26285.04

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MEMORANDUM OF AGREEMENT made in duplicate (each copy to be considered for all purposes as an original), dated New York City, December 15, 1919, between D. W. GRIFFITH, now of the City of Los Angeles, County of Los Angeles, State of California, (herein designated as Artist), party of the first part, and UNITED ARTISTS CORPORATION, a corporation organized pursuant to the laws of Delaware and having its principal place of business in the City of New York (herein designated as Corporation), party of the second part, WITNESSETH:

WHEREAS, the parties hereto under date of February 5th, 1919 did enter into, execute and deliver a contract by which the Artists granted to the Corporation the exclusive right and privilege to market and turn to account, exhibit and distribute and cause to be exhibited and distributed a series of special feature photoplays in the United States, Dominion of Canada and Newfoundland, a reference to which is hereby made to the same extent as if the aforesaid contract were recited herein; and

WHEREAS, pursuant to said contract the Corporation is prevented from granting the sole and exclusive right, license and privilege to market the aforesaid special feature photoplays of the Artists in the aforesaid territory to any other person, persons or corporation without the written consent of the Artists being first had and obtained; and

WHEREAS, the Corporation is desirous of granting unto the UNITED ARTISTS CORPORATION,LTD., a corporation organized pursuant to the laws of the Dominion of Canada, and having its principal place of business in the City of Toronto, Canada, the sole and exclusive right, license and privilege to market and turn to account in the Dominion of Canada and Newfoundland, as in specifications set forth in the draft of proposed contract, reference to which is hereby made by the parties hereto to the same full extent as if incorporated herein, the special feature photoplay already delivered by the artists to the Corporation, entitled "BROKEN BLOSSOMS"; and

WHEREAS, the Corporation is desirous of procuring the Artist's consent to an execution of said contract and the Artist is willing to consent to and execute the said contract pursuant to terms, conditions and provisions hereinafter set forth,

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar, each to the other in hand paid, receipt of which is hereby acknowledged, and of the further promises and covenants and obligations hereinafter set forth, the Artist and the Corporation do hereby agree as follows:

FIRST: The Artist does hereby agree and by these presents has agreed to consent to the execution of the

aforesaid contract with the aforesaid United Artists Corporation, Ltd., relative to the marketing and turning to account of his special feature photoplay entitled "BROKEN BLOSSOMS" in the Dominion of Canada and Newfoundland, pursuant to the terms, conditions and provisions of the aforesaid contract of the Corporation dated the 5th day of February, 1919, except as modified in proposed agreement of even date hereinbefore referred to between the Artist and the Corporation and the United Artists Corporation, Ltd., and subject to the provisions of this agreement and the Artist agrees to execute the aforesaid proposed agreement contemporaneously with the execution of this agreement.

SECOND: The parties hereto further agree as follows: That in the event of seventy (70) per cent. of the gross receipts which shall be derived from the marketing and turning to account of the aforesaid motion picture in the aforesaid territory, for and during the full period of this agreement, be in excess of the sum of $28,000 the Corporation agrees to pay to the Artist such excess as and when the same accrues; and in the event of seventy (70) per cent. of the aforesaid gross receipts derived from the marketing and turning to account of the aforesaid motion picture in the aforesaid territory, being less than the sum of $28,000, the Artist agrees to pay to the Corporation such deficit on the expiration of the

period of five (5) years from the release date of the motion picture in the territory as in the aforesaid agreement described.

That in all other respects the aforesaid contract between the Artist and the Corporation dated the 5th day of February, 1919, shall remain in the same full force and effect as if these agreements of even date herewith had not been entered into by the parties hereto.

This agreement is binding upon the parties hereto, their respective successors, legal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

In the presence of: _____ (L.S.)

_____

UNITED ARTISTS CORPORATION,

by _____ (L.S.)

_____

15

AGREEMENT made in triplicate (each copy to be considered for all purposes as an original), dated New York City, December 15, 1919, between D. W. GRIFFITH, of Los Angeles, California, (herein called the Artist), United Artists Corporation, a corporation organized under the laws of the State of Delaware, having its principal place of business in the City of New York (herein called the Vendor) and United Artists Corporation, Limited, a corporation organized under the laws of the Dominion of Canada, and having its principal place of business in the City of Toronto, Canada, (herein called the Vendee).

Under date of February 5, 1919, the Artist and the Vendor entered into an agreement whereby the Artist granted to the Vendor the exclusive right and privilege to market and turn to account, exhibit, distribute and cause to be exhibited and distributed a series of special feature photoplays in the United States, the Dominion of Canada and Newfoundland.

Said agreement further provides that no agreement of franchise or territorial right for the use of any photoplays described therein shall be made or entered into by the Vendor without the written consent of the Artist or his agent first had and obtained.

Pursuant to said agreement the Artist is now engaged in the production of a special feature photoplay to be known as "Broken Blossoms" and to be released for exhi-

bition on or about December 15, 1919.

The Vendee desires to acquire from the Vendor the exclusive right and privilege to market and turn to account, exhibit, distribute and cause to be exhibited or distributed the above described photoplay in the Dominion of Canada and Newfoundland for a period of five (5) years from the date of release for exhibition purposes.

The Vendor desires to sell to the Vendee said exclusive right and privilege with respect to said photoplay in the Dominion of Canada and Newfoundland for the above described period, and the Artist is willing that said right and privilege be sold by the Vendor to the Vendee.

In consideration of the premises and the mutual promises herein contained and of the sum of one dollar ($1) by each party to the other in hand paid, receipt of which is hereby individually respectively acknowledged by all the parties hereto, each and all of the parties hereto agree with each other and all the others as follows:

I.

The Vendor hereby sells to the Vendee the exclusive right and privilege to market and turn to account, exhibit, distribute, or cause to be exhibited or distributed said

photoplay in the Dominion of Canada and Newfoundland for a period of five (5) years from the release date thereof, subject to the conditions and stipulations hereinafter set forth.

II.

The Vendor agrees as follows:

(a) To deliver to the Vendee, f.o.b. New York City, a sufficient number of positive copies of said photoplay to satisfy the demand for the same by exhibitors in said territory, said positive copies to be shipped when and as requested by the Vendee. The title to said positive copies shall remain in the Artist, and each positive copy or so many as are then in existence shall be returned by the Vendee to the Artist upon the expiration of this contract at the last address furnished said Vendee by said Artist, or such other place as the Artist may direct in writing to the Vendee at least thirty (30) days prior to the expiration of said five (5) year period. If the Vendee is unable to return any of said positive copies because of loss through their own destruction or because of any act beyond the control of the Vendee or its employes, it shall provide in lieu thereof reasonably satisfactory proof of such loss or destruction to the Artist.

(b) To supply the Vendee at a reasonable price with suitable advertising matter including first class lithographs in one or more colors in such quantity as may be

necessary to property advertise said photoplay.

(c) To indemnify and hold harmless the Vendee on account of and against any claims, demands or suits which may be made or brought by third parties questioning the right and privilege of the Vendee or of its Exchanges to use said photoplay in the full exercise of the rights herein sold to the Vendee, and to join in and conduct the defense of any such claim or litigation.

III.

The Vendee agrees as follows:

(a) To pay to the Artist the sum of $28,000. of which $14,000 shall be paid upon the execution of this agreement. The balance shall be paid in monthly installments of $1,000.00 each beginning on the first day of January,1920, until $6,000.00 shall have been paid by the Vendee to the Artist; thereafter $500.00 per month beginning on the first day of July,1920, and continuing until the whole of said purchase price shall have been paid.

(b) To pay to the Vendor $8,000.00, payments to be made in monthly installments of $200.00 beginning January 1,1920, and continuing until the whole of said purchase price shall have been paid.

(c) That in all advertising matter which may be prepared and used by the Vendee in connection with the

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

exploiting of said Photoplay, the name of D. W. Griffith shall receive "chief prominence", (and by "chief prominence" is meant that his name shall be in larger letters than, and at least twice the size of, any other part of the subject matter in which his name appears), and that the name of no other person shall appear in connection with the advertising and exploiting of said photoplay unless otherwise directed by the Vendor, except the name of the Vendee and of the theatre in which said photoplay shall be exhibited.

(d) That the Vendee will not make nor permit any exhibitor to make any changes or interpolations in, modifications of, additions to, or eliminations from said photoplay or any part thereof, including the title and subtitles, and that said photoplay shall always be exhibited in the same order, arrangement, sequence and manner as set forth in the positive copies when delivered by the Artist or Vendor to the Vendee.

(e) That all contracts for the exhibition of said photoplay shall contain clauses embodying the substance of the last two preceding paragraphs, and the Vendee will at its own expense enforce said provisions of said exhibition contracts.

(f) To supply exhibitors with first class lithographs at a reasonable price in such quantities as may be required by said exhibitors.

(g) That all leases or licenses for the exhibition of said photoplay shall be made separate and apart from leases

or licenses for the exhibition of other motion pictures or photoplays, and shall in no way be used to influence the license, lease or sale of other motion pictures or photoplays, and that the right, license or privilege to exhibit said photoplay shall not be denied to any person, firm or corporation exhibiting motion pictures or photoplays who is willing to pay a proper rental consideration for such license or privilege, except in such theatres as would be in direct competition with the theatres for which contracts may ot have been made to exhibit said photoplay, or in such theatres as do not regularly exhibit so-called first class feature photoplays or do not present first class theatrical entertainment, and subject also to the right of the Vendee to grant reasonable territorial and time privileges in connection with the exhibition of the photoplays in question in favor of the theatre or theatres selected by the Vendee to exhibit the photoplays in the immediate locality in question, as against any other theatre or theatres in the same locality.

(h) To use its best efforts to market said photoplay uoon the basis of sharing in the gross receipts derived from the exhibition thereof in theatres where photoplays produced by the Artist have heretofore been exhibited for periods of a week or more and for as long a period in such theatres as the patronage thereof will reasonably warrant or sustain with proper financial returns to the Vendee.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

(i) To provide where reasonably feasible through ownership or contract relation throughout the Dominion of Canada and Newfoundland during the life of this contract Exchanges, or other method of distribution, of sufficient number to reasonably satisfy the demand for said photoplay in said territory.

(j) That the release date of said photoplay for exhibition purposes in said territory shall be designated by the Vendor, who shall give at least four weeks notice thereof in writing to the Vendee.

(k) To promptly begin and prosecute all actions necessary to enjoin and prosecute any unlawful use of said photoplay or the infringement of the copyright thereof within said territory.

(l) To pay all duties or governmental taxes that apply to the importation and circulation of said photoplay or positive copies thereof, and the establishment and maintenance of Exchanges for the distribution thereof in said territory.

(m) That the Vendee will not make or enter into any agreement of franchise or territorial right for the use of said photoplay without first obtaining the written consent of the Artist.

IV.

This agreement is not assignable by any of the parties

hereto without the written consent of the other parties.

V.

All other rights in and to the literary compositions of said photoplay and in and to said photoplay itself, except such rights as are specifically granted to the Vendee hereunder, are reserved and withheld by the Artist.

VI.

All moneys to be paid under this contract shall be paid in Canadian funds at the office of the Vendee, Toronto, Canada.

VII.

This contract shall be construed in accordance with the laws of the State of New York.

In the presence of: D.W. Griffith

_____

UNITED ARTISTS CORPORATION

_____ By _____
Pres ident.

UNITED ARTISTS CORPORATION, LTD.

_____ By _____
President

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

December 15th 1919.

D.W.G. CORPORATION

to

MR. DAVIDSON., DR.

- -

In re: Brb to D.W.G.Co. closing

Flagler piece -b- - - - - - - - - - $50.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D.W.G. CORPORATION

to

MR. DAVIDSON, Dr.

- -

In re: closing title, preparing deed	
Greasen,-Erb-Lowie - - - - - - - - - - - - -	$50.00
In re: Crawford-D.W.G. Co. closing - - - - - -	50.00
	$100.00

MUSEUM

ARTHUR ZIEHM
509 FIFTH AVENUE
NEW YORK

PHONE VANDERBILT 2347

CABLE ADDRESS: "ZIEHM" NEW YORK

Dec.15th,
1919.

Messrs. Banzhaf & Pembleton,
2 Rector Street,
New York, N. Y.

Gentlemen:--

I am in receipt of your favour of December 12th and in compliance with your request beg to hand you enclosed, a copy of the contract between Saenz & Mai and The Gaumont Film Company for the exclusive exhibition rights of the picture, "INTOLERANCE" for the territory of Brazil.

Kindly see to it that the ordered second print for the above territory is delivered at my office as soon as possible and oblige

Yours very truly,
p/Arthur Ziehm
Kappel

K-BB
encl.

MEMORANDUM OF AGREEMENT, dated New York City, December 15,1919, between DOUGLAS FAIRBANKS,MARY PICKFORD, D. W. GRIFFITH and CHARLES CHAPLIN, all now of the City of Los Angeles, California, (herein designated as "Artists"), and UNITED ARTISTS CORPORATION, a corporation organized under the laws of Delaware, (herein designated as "Corporation"),

W I T N E S S E T H:

WHEREAS, the parties hereto, under date of February 5,1919, did enter into, execute and deliver certain contracts by which the Artists granted to the Corporation the exclusive right and privilege to market and turn to account, exhibit and distribute and cause to be exhibited and distributed a series of special feature photo plays in the United States, Dominion of Canada, and Newfoundland, reference to which is hereby had with the same effect as if the aforesaid contracts were recited herein, and

WHEREAS, said Corporation is desirous of obtaining the right to grant unto the United Artists Corporation,Ltd., a corporation organized under the laws of the Dominion of Canada, all or any part of the rights and privileges which said Corporation obtained under the aforesaid contracts with the Artists in the Dominion of Canada

and Newfoundland and the Artists desire to extend such right to the Corporation.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) each to the other in hand paid, receipt of which is hereby acknowledged, said Artists agree that the Corporation may grant to United Artists Corporation, Ltd., any or all of its rights and privileges derived under the aforesaid contracts with the Artists to market and turn to account, exhibit and distribute and cause to be exhibited and distributed a series of special feature photo plays in the Dominion of Canada and Newfoundland; provided, however, that the terms and conditions upon which the aforesaid rights and privileges shall be granted by the Corporation to United Artists Corporation, Ltd., shall not be inconsistent with the terms and conditions of the aforesaid contracts between the Artists and the Corporation.

Witness:

_____ _____

Witness:

_____ _____

Witness:

_____ D. W. Griffith

Witness:

_____ _____

ATTEST:

UNITED ARTISTS CORPORATION

_____ By_____

Secretary. President.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MINUTES OF REGULAR MEETING OF BOARD OF DIRECTORS OF UNITED ARTISTS CORPORATION HELD Dec. 16, 1919.

Continuation of the regular meeting of the Board of Directors of United Artists Corporation adjourned from Dec. 9th, 1919, was held at 4:15 o'clock p. m., Tuesday, Dec. 16th, 1919, in the office of the President of the Corporation, on the 9th floor of 729 Seventh Avenue, in the city of New York, N. Y.

PRESENT: Messrs. Albert H. T. Banzhaf, Nathan Burkan, Dennis F. O'Brien and Oscar A. Price.

IN ATTENDANCE: Mr. L. R. Hoover.

Mr. Price called the meeting to order and acted as Chairman thereof. Mr. G. B. Clifton, Secretary of the Corporation, acted as Secretary of the meeting.

On motion duly made, seconded and unanimously carried, the minutes of the meeting held Nov. 12th were approved, with the following qualificiation:

"That final approval of the resolution with respect to the production of the photoplay "ROMANCE" be held in abeyance for the present."

On motion duly made, seconded and unanimously carried, the minutes of the meeting held Dec. 9th were approved.

On motion duly made, seconded and unanimously carried, it was

RESOLVED, that the securities, papers and property of this Corporation, until further ordered, be deposited, in its name, in a safe deposit box in the Pacific Bank Safe Deposit Vaults, 49th Street Branch, in the city of New York, and that access thereto be and the same is directed to be had, from time to time, by Oscar A. Price, President, or G. B. Clifton, Treasurer and Secretary, of this Corporation, who are hereby severally authorized to sign any agreement in the name of this Corporation with said safe deposit company to afford such access and permit removal of the contents of such box, and that upon such access being given to all or any of the persons mentioned, no further responsibility shall attach to the said safe deposit company, until written notice of the revocation of this resolution by the Board of Directors; and that a copy of this resolution, certified by the Secretary, be transmitted to the said safe deposit company.

The President transmitted a proposition from the National Surety Company whereby it will undertake to write a Forgery Bond to protect the United Artists Corporation, United Artists Corporation of Illinois and United Artists Corporation Limited, from any loss from any form of forgery in connection with the checks and vouchers of these corporationsy in the sum of $25,000 for Home Office checks and vouchers, and $1,000 each for each of the 17 Branch Offices. The yearly premium is $142.00, with discount of 10% and 5% if the premium is paid in advance, for a three year period.

On motion duly made, seconded and unanimously carried, it was

"RESOLVED, that the President and Treasurer be, and they hereby are authorized to have such a Forgery Bond written by the National Surety Company, as a matter of protection against check raising, forgery of signatures, etc."

The President submitted for the Board's consideration, the action of former Sales Manager Thompson at Seattle, who guaranteed to exhibitors, in writing, that the Corporation would make good any loss they (the exhibitors) might sustain in exhibiting the photoplay "His Majesty, the American". After discussion, and on motion duly made, seconded and unanimously carried, it was

RESOLVED, that Mr. Hiram Abrams be authorized to make such adjustments as in his judgment seemed desirable, provided he secures the consent of Mr. Douglas Fairbanks to stand his proportion of these adjustments.

The President presented certain papers which had been forwarded to him by Mr. M. Gore of Los Angeles, complaining of the manner in which Sales Manager Rand at Los Angeles handled Mr. Gore's effort to book "BROKEN BLOSSOMS". After reviewing the papers and listening to the explanation made by the President of investigation which the General Manager had conducted in this matter, it was the consensus of opinion that Mr. Rand had handled the matter as well as he could, under the circumstandes, and that no further action on the part of the Directors was necessary.

The President brought to the attention of the Board the fact that Permit and Censorship charges are made in Chicago, and other cities, at a fixed price per reel. On motion duly made, seconded and unanimously carried, it was

RESOLVED, that this expense is properly deductible from the gross receipts for the picture.

Mr. Banzhaf raised the question of payment of $150.00 to the National Motion Picture Association for censorship purposes. Mr. O'Brien said that he would endeavor to secure Mr. Fairbanks' agreement to this, and Mr. Burkan said he would endeavor to have Mr. Chaplin agree.

On motion duly made, seconded and unanimously carried, it was

RESOLVED, that effective with the first meeting in January, 1920, the regular meeting of the Board of Directors will be held at 4:00 o'clock p. m., the third Tuesday in each month, in the office of the President of the Corporation, at 729 Seventh Avenue, in the city of New York, N. Y.

The meeting then adjourned.

Mr. Banzhaf

MINUTES OF REGULAR MEETING OF BOARD OF DIRECTORS OF UNITED ARTISTS CORPORATION OF ILLINOIS HELD DECEMBER 16, 1919.

Continuation of the regular meeting of the Board of Directors of United Artists Corporation of Illinois, adjourned from Dec. 9th, 1919, was held at 4:30 o'clock p. m., Tuesday, Dec. 16th, 1919, in the office of the President of the Corporation, on the 9th floor of 729 Seventh Avenue, in the city of New York, N. Y.

PRESENT: Messrs. Albert H. T. Banzhaf, Nathan Burkan, Dennis F. O'Brien and Oscar A. Price.

IN ATTENDANCE: Mr. L. R. Hoover.

Mr. Price called the meeting to order and acted as Chairman thereof. Mr. G.B. Clifton, Secretary of the Corporation, acted as Secretary of the meeting.

On motion duly made, seconded and unanimously carried, the minutes of the meeting held Nov. 18th were approved.

On motion duly made, seconded and unanimously carried, the minutes of the meeting held Dec. 9th were approved.

The President transmitted a proposition from the National Surety Company whereby it will undertake to write a Forgery Bond to protect the United Artists Corporation, United Artists Corporation Limited and United Artists Corporation of Illinois from any loss from any form of forgery in connection with the checks and vouchers, of these corporations, in the sum of $25,000 for Home Office checks andvouchers, and $1,000 for each of the 17 Branch Offices. The yearlypremium is $142.00 with discount of 10% and 5% if the premium is paid in advance for a three-year period.

On motion duly made, seconded and unanimously carried, it was

> RESOLVED, that the President and Treasurer be, and they hereby are authorized to have such a Forgery Bond written by the National Surety Company, as a matter of protection against check-raising, forgery of signatures, etc.

The President brought to the attention of the Board the fact that Permit and Censorship Charges are made in Chicago and other cities at a fixed price per reel. On motion duly made, seconded and unanimously carried, it was

RESOLVED, that this expense is properly deductible from the gross receipts for the picture.

On motion duly made, seconded and unanimously carried, it was

RESOLVED, that effective with the first meeting in January, 1920, the regular meeting of the Board of Directors of United Artists Corporation of Illinois will be held at 4:15 o'clock p. m., the third Thursday in each month, in the office of the President of the Corporation, at 729 Seventh Avenue, in the city of New York, N. Y.

The meeting then adjourned.

Mr Banghaf

MINUTES OF REGULAR MEETING OF BOARD OF DIRECTORS OF UNITED ARTISTS CORPORATION LIMITED HELD Dec. 16, 1919.

Continuation of the regular meeting of the Board of Directors of United Artists Corporation, Limited, adjourned from Dec. 9th, 1919, was held at 4:45 o'clock p. m., Tuesday, Dec. 16th, 1919, in the office of the President of the Corporation, on the 9th floor of 729 Seventh Avenue, in the city of New York, N. Y.

PRESENT: Messrs. Albert H. T. Banzhaf, Nathan Burkan, Dennis F. O'Brien, and Oscar A. Price.

IN ATTENDANCE: Mr. L. R. Hoover.

Mr. Price called the meeting to order and acted as Chairman thereof. Mr. George B. Clifton, Secretary of the Corporation acted as Secretary of the meeting.

On motion duly made, seconded and unanimously carried, the minutes of the meeting held Nov. 18th were approved.

On motion duly made, seconded and unanimously carried, the minutes of the meeting held Dec. 9th were approved.

The President transmitted a proposition from the National Surety Company whereby it will undertake to write a Forgery Bond to protect the United Artists Corporation, United Artists Corporation Limited and United Artists Corporation of Illinois from any loss from any form of forgery in connection with the checks and vouchers, of these corporation, in the sum of $25,000 for Home Office checks and vouchers, and $1,000 for each of the 17 Branch Offices. The yearly premium is $142.00, with discount of 10% and 5% if the premium is paid in advance, for a three-year period.

On motion duly made, seconded and unanimously carried, it was

RESOLVED, that the President and Treasurer be, and they hereby are authorized to have such a Forgery Bond written by the National Surety Company, as a matter of protection against check-raising, forgery of signatures, etc.

The President brought to the attention of the Board the fact that Permit and Censorship Charges are made in Chicago and other cities at a fixed price per reel. On motion duly made, seconded and unanimously carried, it was

RESOLVED, that this expense is properly deductible from the gross receipts for the picture.

On motion duly made, seconded and unanimously carried, it was

RESOLVED, that effective with the first meeting in January, 1920, the regular meeting of the Board of Directors of United Artists Corporation Limited will be held at 4:30 o'clock p. m., the third Thursday in each month, in the office of the President of the Corporation, at 729 Seventh Avenue, in the city of New York, N. Y.

The meeting then adjourned.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MARY PICKFORD in
Three Productions

ANITA STEWART in
Twelve Productions

CONSTANCE TALMADGE in
Twelve Productions

NORMA TALMADGE in
Twelve Productions

CHARLES RAY in
Sixteen Productions

JACK PICKFORD in
Three Productions

MILDRED HARRIS CHAPLIN
in Twelve Productions

OLGA PETROVA in
Five Productions

CHARLIE CHAPLIN in
Eight Productions

KATHERINE MAC DONALD in
Twelve Productions

D. W. GRIFFITH
Three Productions

MARSHALL NEILAN
Eighth Productions

BACK TO GOD'S COUNTRY
From James Oliver Curwood's
Famous Story

THE AUCTION OF SOULS
A Production Extraordinary

WHOM THE GODS WOULD
DESTROY
A Stupendous Photoplay

THE GRAIN OF DUST
The Popular Saturday Evening
Post Story

THE PRICE OF INNOCENCE

TARZAN OF THE APES

ROMANCE OF TARZAN

THE SIGN INVISIBLE

EMPTY POCKETS

ALIMONY

MY FOUR YEARS IN
GERMANY

THE FIGHTING ROOSEVELTS

ITALY'S FLAMING FRONT

FALL OF THE ROMANOFFS

PASSING OF THE THIRD
FLOOR BACK

THE FIRST NATIONAL FILM EXCHANGE

JOHN H. KUNSKY, PRESIDENT **of Michigan** HARRY SCOTT, RESIDENT MANAGER

505 FILM BUILDING PHONE CHERRY 4231

63 EAST ELIZABETH STREET

DETROIT, MICH.

December 16, 1919.

D. W. Griffith Studios,
4500 Sunset Boulevard,
Los Angeles, Cal.

Gentlemen:

Confirming our night letter of the 15th reading as follows:

"C.O.D. shipment three prints Greatest Question lifted (stop) oneprint contains two parts two but no part one (stop) Ship us one part one immediately and we will return extra part two (stop) Wire acknowledgement."

Monday morning we were notified by the express company that they had on hand a C.O.D. shipment in the amount of $718.87 from your laboratories. We lifted it and found it was made up of three prints of Mr. Griffith's picture "The Greatest Question".

In mounting and waxing the reels, we found that you had shipped us four parts two, and only two parts one. Hence our wire.

This mistake is a very serious one as it takes two prints out of commission until you can ship us another part one.

Two different inspectors initialed the reels but all of the reels were marked corrected by J.A.

Fortunately we have no bookings until January 4th, otherwise we would be in a fine mess.

We shall expect you to ship the missing part one immediately prepaid express and upon receipt of same will return the extra part two.

Trusting that hereafter you will see that a little more care is exercised in making up print shipments to avoid what might be a grave loss.

Yours very truly,
FIRST NATIONAL FILM EXCHANGE,
Manager.

HS:DP.

Twelve Two-Reel Comedy Features Directed by Henry Lehrman (Released One a Month)

"SOME NERVE"—WITH CHARLIE CHAPLIN AND ALL-STAR CAST (ONE REEL)

WESTERN UNION TELEGRAM

Form 2

Wark

GEORGE W. E. ATKINS, VICE-PRESIDENT NEWCOMB CARLTON, PRESIDENT BELVIDERE BROOKS, VICE-PRESIDENT

RECEIVER'S No.	TIME FILED	CHECK

SEND the following Telegram, subject to the terms on back hereof, which are hereby agreed to

December 17 1919 191

To E C HIDWELL

4500 SUNSET BOULEVARD

LOS ANGELES CALIFORNIA

SEND AT ONCE ALL NEGATIVE OF INTOLERANCE INCLUDING CUT OUT AND ANY OTHER STRIPS SO THAT WE MAY ASSEMBLE AND MAKE COPIES OF NEW AND OLD VERSION HERE REGARDS

LANZHAF

1615 - 2 Rector St.

SENDER'S ADDRESS FOR ANSWER

SENDER'S TELEPHONE NUMBER

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF GENERAL MANAGER

December 17, 1919

Mr. A. H. T. Banzhaf,
2 Rector Street,
New York, N.Y.

Dear Mr. Banzhaf;

I am enclosing copy of letter which I have delivered to the President and to each of the Directors of United Artists Corporation.

Sincerely yours,

A/H

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF GENERAL MANAGER

December 17, 1919

COPY TO MR. BANZHAF

TO THE PRESIDENT AND DIRECTORS OF THE UNITED ARTISTS CORPORATION
729 - 7th Avenue, New York.

Gentlemen:-

I received the draft of supplemental agreement, and cannot approve of the same, because it does not correctly set forth the agreement that was arrived at in Los Angeles, at the conference with the Artists.

My understanding of the resolution adopted in Los Angeles is that my obligation to guarantee that the cost of operation would not be in excess of 12% of the gross was to be forever eliminated from the contract, and that as and for my compensation I was to receive 2% of the total gross receipts.

I exceedingly regret that there should be any misunderstanding on the subject, but I can not see my way clear to continue in the employment of the corporation, if it is insisted that the agreement in its present form as drafted should be signed by me.

I need not direct your attention to the fact that conditions have changed so materially from the time when I had my initial discussions with the Artists, nor need I point out to you that there has been a great delay in the delivery of pictures, without any assurance from any source as to when Messrs. Griffith and Chaplin will be in a position to make deliveries.

If therefore you have decided that I must sign the agreement as drafted, and continue dissatisfied with my present arrangement, I would rather resign, the resignation to take effect as and when most convenient to you. I do not want to embarass the corporation and am willing to give it a reasonable opportunity to make arrangements with someone else.

Thanking you for your great consideration,

Very sincerely yours,

Lillian Adams

A.R

Dec. 17,1919

Mr. A.E.Howard,
c/o D.W.Griffiths Studios,
Hollywood, Calif.

Dear Sir:-

I am writing you these few lies,after learning that you were pleasantly located as to a paying position,and financially able to meet your indebedness at the HOTEL MANX.

For your information this amount $55.00 has been charged against my account,and I feel that it would hardly be just to me for you to allow this,when in a kindly spirit I allowed you to run this bill here,with the understanding that you would take care of it when your circumstances permitted.

I trust you are in a position to make some arrangement whereby you can pay ME this amount $55.00, for the a,ount as stated abveve has been deducted from my salary,and I shall await hearing from you in reference to the matter.

With the season,s greetings, I am,

Very truly yours,

Manager.

Special folder under Canada Foreign

Dec. 17, 1919.

First National Exhibitors Circuit Ltd.,
1318 Standard Bank Bldg.,
Vancouver, B. C. Canada.

Gentlemen:

We are enclosing herewith certified copies of invoice covering two prints of "The Greatest Question" - which went forward by express on December 11, 1919.

Yours very truly,

D. W. GRIFFITH STUDIO.

By

W. Manager.

Dec. 17, 1919.

First National Exhibitors Circuit Ltd.,
Vancouver, B. C.
Canada.

D. W. GRIFFITH COLLECTION

U. S. TREASURY DEPARTMENT
Customs Cat. No. 7525.
T. D. 37470.—FORM WTB 105.
C. D. Sept. 24-18.

(For United States Customs and War Trade Board.)

This space for use of Customs.

No. _____

(Code No. Dist.) (Port.)

Manifest No. _____

SHIPPER'S EXPORT DECLARATION

OF MERCHANDISE SHIPPED TO FOREIGN COUNTRIES OR NONCONTIGUOUS TERRITORIES OF THE U. S.

☞ Clearance will not be granted until shipper's declaration has been filed with the Collector of Customs.
U. S. Government export statistics are compiled from this declaration and it must be correct.

Goods shipped by D. W. GRIFFITH STUDIO
(Name of actual shipper.)

Address 4500 Sunset Blvd. Los Angeles, Calif. From Los Angeles, Cal.
(Number.) (Street.) (City.) (State.) (Place of original shipment.)

Via American Railway Exp. For shipment on the _____
(Carrier from interior point, if any.) (Name of carrier. If vessel, give name, motive power, and flag, if known.)

From Los Angeles, Cal. To ultimate foreign destination of goods Vancouver, B.C. Canada.
(U. S. Customs port of exportation.) (City.) (Country.)

Marks and numbers.	Number and kind of packages, e. g., 17 crates, 40 boxes, 60 cases, 75 bags, 90 barrels, etc. See par. 9 on back.	COMMODITY. Describe the articles fully, as canned pork, printed cotton cloth, printing presses, apples, etc. General terms, such as meats, dry goods, machinery, fruits, etc., will not be accepted. See par. 8 on back. Read instructions on back.	War Trade Board Code number. See par. C on back.	Quantity (net weight only). State in standard export units, as lbs., tons (of 2,240 lbs.), gallons, yards, bushels, etc. See par. 10.	Value at time and place of shipment. (See pars. 5, 6 and 7.) U. S. Products, including foreign goods altered or remanufactured in the United States.	Value at time and place of shipment. (See pars. 5, 6 and 7.) Foreign Products in same condition as imported.
					DOLLARS	ONLY.
W. T. B. EXPORT LICENSE	NO. R A C (63)	, DATE OF EXPIRATION		1, 191		
	2 boxes	Positive Motion Picture				
		Film - D. W. GRIFFITH				
		PRODUCTION entitled				
		"THE GREATEST QUESTION"				
		6 reels per print		12560 ft.	$ 1036.	

Waybill or manifest

No. _____, _____, 191

I CERTIFY that above-described goods were shipped as stated herein except as otherwise noted,

_____, 191 _____, *Inspector of Customs.*

I, the undersigned, solemnly and truly declare that the above statement is a complete, just, and true account of all merchandise shipped by the party named; on board the vessel, car, or vehicle; and to the place or country named above; and that the description and quantity of each article is truly stated and that the values thereof are the actual costs or true market values at the time and place of shipment for exportation; I further declare that none of the merchandise described above is to be laden on any other vessel in port than that named above or transshipped on the high seas except as fully stated above; I further declare that none of said merchandise is shipped or to be delivered in violation of any of the provisions of the "Trading with the enemy act," approved October 6, 1917; that First National Exhibitors Circuit, Ltd. of 1518 Standard Bank Bldg. Vancouver, B.C. CANADA. is the actual consignee of the said merchandise; and I further delare that if the shipment is made to a bank or other broker, factor, or agent that First National Exhibitors Circuit Ltd. Vancouver, B.C. Canada. (Name.) (Address.) is the actual consignee on whose account the shipment is made.

Sworn and subscribed to before me

on _____, 191

_____
(Deputy Collector, notary public, etc. See par. 4 on back.)

(Signature) D. W. GRIFFITH STUDIO.
E C Bidwell
Business Manager.

(Capacity) 4500 Sunset Blvd.
(Member of firm, secretary, agent, etc.)
Los Angeles, Cal.

(Address) _____

1—448

473 2-16

"ISSUE IN TRIPLICATE—One copy should accompany the goods into Canada (Enclosed in invoice envelope form No. 884) and the other two should be sent direct by mail to the consignee."

Invoice of goods for export to Canada, sold by exporter prior to shipment.

(Place and date) Los Angeles, Cal. Dec. 11 1919.

Invoice of MOTION PICTURE FILM purchased

by First National Exhibitors Circuit, Ltd., of Vancouver, B.C. Canada.

from D. W. GRIFFITH STUDIO of 4500 Sunset Blvd. Los Angeles, Cal.

to be shipped per Wells Fargo & Co Express.

Marks and Numbers on Packages	QUANTITIES AND DESCRIPTION OF GOODS	Fair Market Value as Sold for Home Consumption At Time Shipped	Selling Price to the Purchaser in Canada At Time Shipped	
				Amount
	2 prints Motion Picture Film			
	D. W. GRIFFITH PRODUCTION			
	entitled THE GREATEST QUESTION			
	6280 ft. per copy			
	total footage 12560 ft.	.08 per ft.	.08	1004.80
	War Tax 1/4¢ per foot.			31.40

CERTIFICATE FORM M.

I, the undersigned do hereby certify as follows:

(1) That I am the (*a*) Business Mgr. for exporter of the goods in the above invoice mentioned or described;

(2) That the said invoice is in all respects correct and true;

(3) That the said invoice contains a true and full statement showing the price actually paid or to be paid for the said goods, the actual quantity thereof, and all charges thereon;

(4) That the said invoice also exhibits the fair market value of the said goods at the time and place of their direct exportation to Canada and as when sold at the same time and place in like quantity and condition for home consumption, in the principal markets of the country whence exported directly to Canada, without any discount or deduction for cash, or on account of any drawback or bounty, or on account of any royalty actually payable thereon or payable thereon when sold for home consumption but not payable when exported, or on account of the exportation thereof or for any special consideration whatever;

(5) That no different invoice of the goods mentioned in said invoice has been or will be furnished to any one; and

(6) That no arrangement or understanding affecting the purchase price of the said goods has been or will be made or entered into between the said exporter and purchaser or by any one on behalf of either of them, either by way of discount, rebate, salary, compensation, or in any manner whatsoever other than is shown in the said invoice.

Dated at Los Angeles, Cal. this 11th day of December 1919.

(Signature) D. W. GRIFFITH STUDIO.

By E. E. Budwell

Manager.

(*a*) Insert the word partner, manager, chief clerk or principal official, giving rank as the case may be.

Dec. 17, 1919.

H. Brouse Dominion Amusement Co.,
Imperial Theatre,
Ottawa, Canada.

Gentlemen:

We are enclosing herewith certified copies of invoice covering two prints of "The Greatest Question" - which went forward by express on December 11th, 1919.

Yours very truly,

D. W. GRIFFITH STUDIO.

By

Manager.

U. S. TREASURY DEPARTMENT
Customs Cat. No. 7525.
T. D. 37470.—FORM WTB 105.
C. D. Sept. 24-18.

(For United States Customs and War Trade Board.)

This space for use of Customs.

No. _____

(Code No. Dist.) (Port.)

Manifest No. _____

SHIPPER'S EXPORT DECLARATION

OF MERCHANDISE SHIPPED TO FOREIGN COUNTRIES OR NONCONTIGUOUS TERRITORIES OF THE U. S.

☞ Clearance will not be granted until shipper's declaration has been filed with the Collector of Customs.
U. S. Government export statistics are compiled from this declaration and it must be correct.

Goods shipped by D. W. GRIFFITH STUDIO
(Name of actual shipper.)

Address 4500 Sunset Blvd. Los Angeles, Calif. From Los Angeles, Cal.
(Number.) (Street.) (City.) (State.) (Place of original shipment.)

Via American Railway Exp. For shipment on the _____
(Carrier from interior point, if any.) (Name of carrier. If vessel, give name, motive power, and flag, if known.)

From Los Angeles, Cal. To ultimate foreign destination of goods OTTAWA CANADA.
(U. S. Customs port of exportation.) (City.) (Country.)

Marks and numbers.	Number and kind of packages, e. g., 17 crates, 40 boxes, 60 cases, 75 bags, 90 barrels, etc. See par. 9 on back.	COMMODITY. Describe the articles fully, as canned pork, printed cotton cloth, printing presses, apples, etc. General terms, such as meats, dry goods, machinery, fruits, etc., will not be accepted. See par. 8 on back. Read instructions on back.	War Trade Board Code number. See par. C on back.	Quantity (net weight only). State in standard export units, as lbs., tons (of 2,240 lbs.), gallons, yards, bushels, etc. See par. 10.	Value at time and place of shipment. (See pars. 5, 6 and 7.) U. S. Products, including foreign goods altered or remanufactured in the United States.	Value at time and place of shipment. (See pars. 5, 6 and 7.) Foreign Products in same condition as imported.
W. T. B. EXPORT LICENSE	NO. R A C #63)	, DATE OF EXPIRATION _____		_____, 191	DOLLARS	ONLY.
	2 boxes	Positive Motion Picture				
		Film - D. W. GRIFFITH				
		Production entitled				
		"THE GREATEST QUESTION"				
		6 reels per print		12560 ft.	$ 1036.	
		two prints shipped.				

Waybill or manifest

No. _____, _____, 191

I CERTIFY that above-described goods were shipped as stated herein except as otherwise noted,

_____, 191 _____, *Inspector of Customs.*

I, the undersigned, solemnly and truly declare that the above statement is a complete, just, and true account of all merchandise shipped by the party named; on board the vessel, car, or vehicle; and to the place or country named above; and that the description and quantity of each article is truly stated and that the values thereof are the actual costs or true market values at the time and place of shipment for exportation; I further declare that none of the merchandise described above is to be laden on any other vessel in port than that named above or transshipped on the high seas except as fully stated above; I further declare that none of said merchandise is shipped or to be delivered in violation of any of the provisions of the "Trading with the enemy act," approved October 6, 1917; that H. Brouse, Dominion Amusement Co. of Imperial Theatre, Ottawa - Canada. is the actual consignee of the said merchandise; and I further delare that if the shipment is made to a bank or other broker, factor, or agent that H. Brouse Dominion Amusement Co. Ottawa, Canada
(Name.) (Address.)
is the actual consignee on whose account the shipment is made.

Sworn and subscribed to before me

on _____, 191

_____
(Deputy Collector, notary public, etc. See par. 4 on back.)

(Signature) D. W. GRIFFITH STUDIO.
E A Bidwell

(Capacity) Business Manager.
(Member of firm, secretary, agent, etc.)

(Address) 4500 Sunset Blvd. Los Angeles, Cal.

1—448

473 9-16

"ISSUE IN TRIPLICATE—One copy should accompany the goods into Canada (Enclosed in invoice envelope form No. 884) and the other two should be sent direct by mail to the consignee."

Invoice of goods for export to Canada, sold by exporter prior to shipment.

(Place and date) Los Angeles, Calif. Dec. 11, 1919.

Invoice of MOTION PICTURE FILM purchased

by H. Brouse Dominion Amusement Co., Ottawa, Canada,

from D. W. GRIFFITH STUDIO of 4500 Sunset Blvd. Los Angeles, Cal.

to be shipped per Wells Fargo & Co Express.

Marks and Numbers on Packages	QUANTITIES AND DESCRIPTION OF GOODS	Fair Market Value as Sold for Home Consumption At Time Shipped	Selling Price to the Purchaser in Canada At Time Shipped	
				Amount
	2 prints Motion Picture Film			
	D. W. GRIFFITH PRODUCTION			
	entitled THE GREATEST QUESTION			
	6280 ft. per copy			
	total footage 12560	.08 per ft.	.08	1004.80
	War Tax 1/4¢ por foot.			31.40

CERTIFICATE FORM M.

I, the undersigned do hereby certify as follows:

(1) That I am the (a) Business Manager for exporter of the goods in the above invoice mentioned or described;

(2) That the said invoice is in all respects correct and true;

(3) That the said invoice contains a true and full statement showing the price actually paid or to be paid for the said goods, the actual quantity thereof, and all charges thereon;

(4) That the said invoice also exhibits the fair market value of the said goods at the time and place of their direct exportation to Canada and as when sold at the same time and place in like quantity and condition for home consumption, in the principal markets of the country whence exported directly to Canada, without any discount or deduction for cash, or on account of any drawback or bounty, or on account of any royalty actually payable thereon or payable thereon when sold for home consumption but not payable when exported, or on account of the exportation thereof or for any special consideration whatever;

(5) That no different invoice of the goods mentioned in said invoice has been or will be furnished to any one; and

(6) That no arrangement or understanding affecting the purchase price of the said goods has been or will be made or entered into between the said exporter and purchaser or by any one on behalf of either of them, either by way of discount, rebate, salary, compensation, or in any manner whatsoever other than is shown in the said invoice.

Dated at Los Angeles, Cal. this 11th day of December 1919.

(Signature) D. W. GRIFFITH STUDIO.

By E. O. Bidwell Manager.

(a) Insert the word partner, manager, chief clerk or principal official, giving rank as the case may be.

Plays

December 17th 1919.

Mr. Harry Carr,
c/o Griffith Studio,
Orienta Point,
Mamaroneck, N.Y.

Dear Mr. Carr:

Mr. Burkan rang me up and said that he was being pressed for an answer on "Bonnie Briar Bush". Will you kindly advise if you have as yet reached a decision in the matter.

I regret to report that Ina Claire with the story of "Polly with a Past" was sold to the Metro Company by my friend on a quick deal to head off another would-be purchaser of the play, therefore we will have to forget this production.

Trusting that things are running smoothly with you, I remain, with best regards

Sincerely yours,

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

THE STANDARD FORM OF AGREEMENT BETWEEN CONTRACTOR AND OWNER

ISSUED BY THE AMERICAN INSTITUTE OF ARCHITECTS FOR USE WHEN A STIPULATED SUM FORMS THE BASIS OF PAYMENT

The Standard Documents have received the approval of the National Association of Builders' Exchanges, the National Association of Master Plumbers, the National Association of Sheet Metal Contractors of the United States, the National Electrical Contractors' Association of the United States, the National Association of Marble Dealers, the Building Granite Quarries Association, the Building Trades Employers Association of the City of New York, and the Heating and Piping Contractors National Association.

THIRD EDITION, COPYRIGHT 1915–1918 BY THE AMERICAN INSTITUTE OF ARCHITECTS, THE OCTAGON, WASHINGTON, D. C.
THIS FORM IS TO BE USED ONLY WITH THE STANDARD GENERAL CONDITIONS OF THE CONTRACT.

THIS AGREEMENT made the Seventeeth day of December in the year Nineteen Hundred and Nineteen by and between The Johnston Heating Company

hereinafter called the Contractor, and The D.W. Griffith Corporation

hereinafter called the Owner,

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named agree as follows:

Article 1. The Contractor agrees to provide all the materials and to perform all the work shown on the Drawings and described in the Specifications entitled
(Here insert the caption descriptive of the work as used in the Proposal, General Conditions, Specifications, and upon the Drawings.)

Heating and Ventilating Laboratory Building for D.W. Griffith Studios, Mamaroneck, N. Y.

prepared by J. H. Textorius, #1133 Broadway, N.Y.City.

acting as, and in these Contract Documents entitled the ~~Architect~~ Engineer, and to do everything required by the General Conditions of the Contract, the Specifications and the Drawings.

7-22-19—10,000

Article 2. The Contractor agrees that the work under this Contract shall be substantially completed on or before February 1st, 1920, provided
(Here insert the date or dates of completion, and stipulations as to liquidated damages, if any.)
the progress of the building so permits.

Article 3. The Owner agrees to pay the Contractor in current funds for the performance of the Contract

FIFTEEN THOUSAND THREE HUNDRED DOLLARS - ($15,300.00) subject to additions and deductions as provided in the General Conditions of the Contract and to make payments on account thereof as provided therein, as follows: On or about the day of each month per cent of the value, proportionate to the amount of the Contract, of labor and materials incorporated in the work up to the first day of that month as estimated by the Architect, less the aggregate of previous payments. On substantial completion of the entire work, a sum sufficient to increase the total payments to per cent of the contract price, and days thereafter, provided the work be fully completed and the Contract fully performed, the balance due under the Contract.

Twenty Five (~~25%~~ 10%) percent when material is delivered and work started

Twenty Five (~~25%~~ 20%) percent when apparatus is roughed in and boilers and piping tested and ready for firing.

~~Thirty (30%) percent when work is completed.~~

Twenty (~~30%~~ 40%) percent 30 days after completion and acceptance.

Article 4. The Contractor and the Owner agree that the General Conditions of the Contract, the Specifications and the Drawings, together with this Agreement, form the Contract, and that they are as fully a part of the Contract, as if hereto attached or herein repeated; and that the following is an exact enumeration of the Specifications and Drawings:

Plan#1 showing the arrangement of the apparatus as a whole and such details as will be furnished by the Engineer during the progress of the work.

This agreement contemplates the completion of the work in accordance with the following guarantee:

A temperature of 80 deg. in zero weather shall be maintained in the positive and negative drying rooms and a temperature of 70 deg. shall be maintained in all other rooms as required.

The ventilating system shall supply & exhaust a total of 14000 cu. ft. of air per minute to the several rooms to which it is connected.

The system to be a pressure vacuum system and shall maintain the temperatures required with a pressure not exceeding two (2) lbs. at the boilers and shall be noiseless in operation

The Automatic Temperature regulating system shall be guaranteed to maintain the temperatures required within one degree either way in the following rooms:

Negative drying room, Positive drying room, Negative assembling room, Positive assembling room and Projecting room.

The apparatus as a whole shall comply with the regulations of the National Board of Fire Underwriters and other local ordinances governing same.

The Contractor and the Owner for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF they have executed this agreement, the day and year first above written.

Johnston Heating Co.
Mott Johnston Pres

L. W. Griffith Sec'y

Beating Retort

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle

The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

Dec. 17th, 1919.

Mr. E.C. Bidwell,
4500 Sunset Blvd.,
Los Angeles, Cal.

Dear Mr. Bidwell:

It has been decided to send Mr. Fox to the Coast to assist you in liquidating our interests in the laboratory. Mr. Fox has received the fullest instructions and I wish that you will give him every possible assistance.

We find it very difficult, almost impossible, to get new equipment under nine months and for this reason Mr. Griffith has decided to bring the printers and the perforators as well as other necessary equipment to New York.

After you are all through in the factory and after you have collected all your outstanding accounts receivable (except those due for Broken Blossoms or Wark prints) and after you have sold all the equipment which it was decided to sell at your end, and have sold all the lumber in the big lot, buy a draft of the blank and come out East and start life all anew.

The studio is now nerely finished and it is some studio. You will be amazed when you see it, but before leaving be sure that everything is cleaned up. Leave nothing to be attended to by someone else as it is most important for you to clean up all Mr. Griffith's transactions and affairs.

When you come East I am going to give you charge of the laboratory. This is going to be run as an entirely separate affair and treated as though it is being run by outside parties, and if you think it necessary to let Stanley Kershaw assist you in starting the factory you can make arrangements for him to come later. Just now it is not necessary as the laboratory will not be ready until some time in March.

This is up to your judgment and if you think it necessary you can make arrangements with him for a temporary stay, we to

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle

The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

Dec. 17th, 1919.

pay his round trip expenses.

Be sure and help Mr. Fox all you can.

Regards.

Yours very truly,

JCE/SB.

1034 S. Water Street

Meadville, Penn'a

Dec. 17, 1919

Mr. David W. Griffith

Sunset Studios

Los Angeles, Cal.

My dear Mr. Griffith,

On th 17th of November I sent to your studios a registered letter containing a scenario--" OVER THE BORDER"--and the postage necessary for its return in case you found that you were unable to use it. I would like very much to know whether or not you received this photoplay, as I have the registry receipt and might be able to trace it, even after five weeks, if it did not reach you safely. Of course you are very busy, but I hope that you will be able to let me know soon if the manuscript reached you and if you looked it over. If it it is no good at all, will you please return it to me. Awaiting your reply, I am

Very truly yours,

J. E. Best

JEB/OAG

Julian T. Yager
Attorney at Law
Master Commissioner Oldham Circuit Court
La Grange, Ky.

December 17, 1919

Mr. Albert L.Grey,

New York City.

Dear Sir:-

Enclose find deed you asked for this was not at the Bank, and I had to go to the Court house and get same.

If there is anything I can do for you at any time let me know.

With Best Wishes.

JTY./RH.

Very Truly Yours.

Julian T. Yager

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

TELEGRAM

DELIVERY NO.

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

16—718

GERMAN PATENT No. 40080

ECh 43 Ab 64 NL

Hy LosAngeles Calif Dec 18-19

20 BROAD ST., N.Y. TEL. 1278 RECTOR

641

Clark

A H T Banzahf

2 Rector St NewYork

Our cutting room advises new negative babylon and mother and law were formerly part of Intolerance negative stop To reassemblance Intolerance original story would destroy present babylon and mother and law stories stop Have orders from Mr Grey to print two copies babylon which will be printed next week therefore could send you all negatives intolerance babylon Mother and Law and all negative cutouts

E C Bidwell

COPY TO J. C. EPPING

Dec. 18, 1919

First National Exhibitors Circuit Inc.
6-8 West 48th St.
New York City, N. Y.

Gentlemen:-

We are sending you herewith three invoices covering shipments of two prints each of Greatest Question which we shipped as follows:

2 prints	Brylawski	Washington, D.C.	$468.30
2 "		Ottawa, Canada	471.00
2 "		Vancouver	471.00

The above shipments were the only ones which we shipped on open account, all the rest having been shipped C.O.D..

The difference in the cost of Domestic copies from those that went to Canada is due to the fact that we measure the picture including leader for foreign shipments, whereas the American shipments do not include the leader. The reason for including the leader is because the customs officials always require exact measurements of the film regardless of whether it is leader or pictures.

Will you kindly forward your check to us to cover the three shipments above named.

Yours very truly,

ECB:F

D. W. GRIFFITH STUDIO

By

Manager

COPY TO M. M. STEARNS

Dec. 18, 1919

Miss Helen Brittan
27 Rutland Sq.,
Boston, Mass.

Dear Miss Brittan:-

Your script entitled "A Woman's Faith", which you addressed to The United Artists' Corporation, Los Angeles, has reached this office.

Inasmuch as you do not say for which of the four United Artists you intend your story I am accordingly forwarding it to our new Eastern producing studio, attention Mr. M. M. Stearns, c/o D. W. Griffith Studio, Orienta Point, Mamaroneck, N. Y. You may expect a reply from Mr. Stearns direct in regard to your story.

Yours very truly

D. W. GRIFFITH STUDIO

FCB/F

By

Manager.

December 18, 1919

Mr. Harry Carr
c/o D. W. Griffith Studio
Orienta Point
Mamaroneck, N. Y.

My dear Mr. Carr:-

Mr. Grey has just forwarded a letter from Mr. Hugh A Matier regarding the $100.00 due him for oil investigation.

I have been intending to write you, but it has continuly slippeed my mind. I still have the memorandum you gave me to give Mr. Matier a check for $100.00, but there was no address given, and I did not know where to reach him. I am sending him his check today.

I believe there is also $25.00 due Mr. W. D. W. D. Hornaday, and I do not know how to reach him either. If you will be so kind as to give me his address, I will see that he gets a check immediately.

Yours sincerely,

ECB/F

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

18th December 1920

Morris Greenhill,Esq.
United Artists Corporation Ltd.
37-39 Oxford Street, W.C. 1

Dear Sir:

Universal

We have another cablegram from Mr Denis O'Brien sending copy of cablegram which he has sent to you. We, therefore, do not think it necessary to waste time copying it out afresh to you.

We shall be glad to know what is the situation.

The concluding part of the cablegram says that Mr. O'Brien will expect us to procure custody of copies of pictures unless his clients agree upon extension with you.

We enclose copy of letter we propose sending to Mr. O'Brien. Please telephone about it Monday.

We are, dear Sir,

Yours faithfully,

REP 438 NEWYORK 116 1/46

Guedalla London

Have sent following cable to Greenhill quote Principals opposed to booking of their pictures before receiving substantial advance payments on account of guaranteed receipts from you stop Entire negotiation was based upon that arrangement and percentage of Distributor was increased from thirty to forty and was subject to your assurance that you had five hundred thousand pounds subscribed by yourself and few friends to carry out contract and not dependent upon flotation of company stop principals understand you have made large advance payments on account of other pictures suggest you reconsider my cable of December eighth stop shall expect you to procure custody of copies of pictures unless we agree upon extension with Greenhill

O'BRIEN

5/2/21 Ref. 500-
as per letter.

W E S T C H E S T E R L I G H T I N G C O M P A N Y

Mount Vernon, New York.

December 18th, 1919.

M E M O R A N D U M

The Westchester Lighting Company hereby offers to install the necessary apparatus and make the necessary line extension to supply the D. W. Griffiths Studio property at Orienta Point, Mamaroneck, with electricity at 2200 Volts for a demand estimated at 600 to 800 K. W. providing the D. W. Griffiths Studio pays toward the cost of said construction, the sum of $15,000 plus the cost of rights of way.

One-half of the cost of rights of way but not exceeding $2500 will be refunded by the Westchester Lighting Company, in annual installments of 20% of said one-half of the cost of rights of way, providing the annual bill for current supplied be not less than $10,000 in any year, until said one-half of cost of rights of way, (not exceeding $2500) be refunded. No refunds, however to be made after ten (10) years from day service is applied.

Yours truly,

(Sgd) W. L. SECORD.

New Business Pro. Mgr.

We hereby accept the foregoing proposition.

O.K. WORTMAN

D. W. G. CORPORATION

BY ALBERT H. T. BANZHAF
President.

Westchester
Lighting Co

Contract sent to N.Y. office
1/13/25

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF GENERAL MANAGER

December 18, 1919

Mr. A. E. Grey,
720 Longacre Building,
New York, N.Y.

Dear Mr. Grey;

The following letter just received from our Denver Branch:-

> "We have been receiving complaints from exhibitors due to sections of "Broken Blossoms" tearing apart, due to either poor patches or low quality cement used in making the splices at the studio.
>
> On our third print of "Broken Blossoms" - which we inspected this morning after its return from a theatre - we found about fifteen or twenty feet of the sprocket holes in the film torn, dur to the film becoming detached. On closely examining the film we find that these breaks occur in almost every instance in splices made at the Griffith studio.
>
> My reason in bringing this matter to your attention is so in case you receive any other complaints similar to this, you may find it worth while to drop them a line suggesting that they use better quality cement, and be more careful in their patches."

We are receiving complaints from nearly every one of our Branches to the same effect, and it is getting to be very serious.

Yours very truly,

UNITED ARTISTS CORPORATION

W. Hodkinson

BUSINESS MANAGER

H/R

Tiffany Hall & Co
Quotations for Motors

12/18/19

PROPOSAL

T

D.W.GRIFFITH STUDIOS

720 Longacre Bldg.,

New York, N.Y.

From

TIFFANY-HALL & CO., INC.

ELECTRICAL EQUIPMENT—ENGINEERS

~~20 WEST ST NEW YORK~~

HOBOKEN N.J.

SPECIFICATIONS FOR ELECTRICAL APPARATUS

Date DECEMBER 18, 1919.

TIFFANY, HALL & CO., INC., of ~~20 West Street, New York City~~ Hoboken, N.J., (hereinafter called the *Company*), proposes to furnish to D.W.GRIFFITH STUDIOS of 720 Longacre Bldg., New York, N.Y. (hereinafter called the *Purchaser*), the following apparatus described in this proposal, and consisting of pages 1 to 2 inclusive.

DESCRIPTION:

Two - Brand new, General Electric, 200-HP, 430-RPM full load, 440-volt, 2 phase, 60 cycle, General Electric, slip ring, form M motors, each complete with drum controller and resistance for starting.

Two - Brand new, 440-volts, 2 phase, 60 cycle automatic oil switches, for use in connection with the above motors.

PRICE: Sixty Two Hundred Dollars----------($6200.00)

TERMS: $1000.00 cash upon execution of this proposal;
$1500.00 cash upon presentation of invoice with shipping documents;
balance, or $3700.00, sixty days from date of shipment, and to be evidenced by trade acceptance in negotiable form, given to the Company upon date of shipment.

SPECIFICATIONS FOR ELECTRICAL APPARATUS

SHIPMENT: Approximately two weeks from date of receipt, by the Company, of this proposal duly executed.

GUARANTY: The *Company* agrees to correct at its own expense any defect in the apparatus developing under normal and proper use within sixty days from the starting thereof, provided the *Purchaser* gives the *Company* immediate written notice of such defect, and provided further that during said period the apparatus shall not be taxed beyond the capacity herein described, shall be regularly cleaned and cared for, and shall be operated normally and properly. Failing to correct this defect the *Company* will accept the return of the defective apparatus involved, allowing credit in the amount of the purchase price.

The *Company's* liability shall be limited as above provided. In no case shall the *Company* be held responsible for labor performed or material furnished by parties other than its duly authorized representatives, nor for delays or damages resulting from the unsuccessful operation of the apparatus herein described, excepting possible damage to the apparatus under the conditions above stated; neither shall the *Company* be held responsible for delays of carriers or other delays unavoidable or beyond its control.

TITLE: The Title to the apparatus herein described will remain in the hands of the *Company* until final payment for same has been made in cash, and the *Purchaser* agrees to perform any necessary act to keep the title in the *Company* until final payment is made.

REMARKS:

This proposal is presented in duplicate. It becomes a contract and is effective only when countersigned by an officer of the *Company,* and until then all material herein described is offered subject to prior sale.

Accepted: A. W. Griffith Studio

By .....

.....

Date .....

O. K. T. D. Thompson

TIFFANY, HALL & COMPANY, Inc.

Submitted by: Tiffany

President

Date December 18, 1919

Countersigned: E. H. Tiffany Pres. Treas.

Date 12/18/19

December 19, 1919

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, N. Y.

Dear Mr. Epping:-

I am attaching hereto statements showing the commissions I have paid out on the C series and also on the D series, the totals of which agree with the figures shown on our Journal Entry #360.

In making up these statements, I find that Price-Waterhouse Company have made so many journal entries that it would be a laborious task to show the D series on a form similar to the one I have prepared for the C series.

However, if I had taken time to wade through all the entries the net figures would have been the same as I am giving herewith, and I assume that you are interested more in net figures than you are in details.

Trusting these statements answer your questions, I beg to remain

Yours very truly,

Dec. 19, 1919

Mr. A. H. T. Banzhaf
No. 2 Rector St.,
New York City, N. Y.

My dear Mr. Banzhaf:-

Following my letter of December 9th in regard to Mr. Griffith's personal financial interests, beg to advise that I should have $2500.00 in order to wind up 1919 affairs properly. This is made up as follows:

Ranch for December	$800.00
Willard Griffith-tuition at school	200.00
Relatives at La Grange, Ky.	50.00
Lynn Griffith-monthly allowance	100.00
Interest on note at San Pedro	30.00
To cover Yankee Doodle funds already borrowed for ranch purposes	995.30
Balance to start 1920 ranch account	324.70
Total	$2500.00

From this $2500.00 I will issue a check to Mr. Griffith's account to cover the profits on the Yankee Doodle ~~and~~ Berlin picture, amounting to $1245.30, (my letter of December 9 showing that I had received $995.30, and since then I have received $250.00 more).

In order that this may be properly entered up in 1919 I would suggest that you send me the $2500.00 in time so that the accounts may be settled before January First. So far as the Yankee Doodle ~~and~~ Berlin funds are concerned it is largely a matter of exchanging checks so far as Mr. Griffith and I are concerned, but the checks will show for themselves just what Mr. Griffith has received from this picture.

Yours very truly,

D. W. GRIFFITH STUDIO

ECB:F

By

Manager

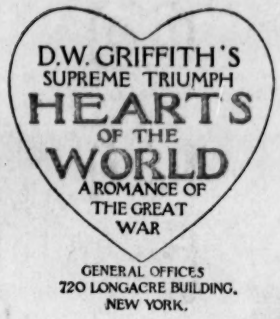
D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ALBERT L. GREY
GENERAL MANAGER

TELEPHONES:
BRYANT 6761-6762

ROBERT EDGAR LONG
GENERAL PRESS REPRESENTATIVE

United Artists Corp.



GENERAL OFFICES
720 LONGACRE BUILDING,
NEW YORK.

Dec. 19th, 1919.

Mr. E. C. Bidwell,
D. W. Griffith Studio,
4500 Sunset Boulevard,
Los Angeles, California.

Dear Mr. Bidwell:

Enclosed please find letter which explains itself. This is the second letter which I have received from them in the last week.

Yours very truly,

A. L. Grey
per LEJ.

ALG/W

Dec. 20, 1919

Mrs. Mae A. Jones
4418 Prospect St.
Los Angeles, Calif.

My dear Mrs. Jones:-

I am enclosing herewith duplicate of your check #14949 which we issued to you on September 27th.

I have requested that payment be stopped on the original check, and this one is to take the place of it. It will come in handy for Christmas, won't it?

With sincerest regards, I remain

Yours very truly,

ECB:F

COPY

CARBON TO M. M. STEARNS

Dec. 20, 1919

Mrs. Rita M. Townsend Burke
7205 Sarah Ave.
Maplewood, Mo.

Dear Madam:-

Your story is just received in an envelope addressed to Mr. D. W. Griffith at this studio.

For your information beg to advise that early this past fall Mr. Griffith moved practically his entire producing and scenario staff to a point near New York City, leaving only a few of us here to attend to final closing matters.

I am, accordingly, forwarding your story to our scenario Editor, Mr. M. M. Stearns, c/o D. W. Griffith Studio, Mamaroneck, N. Y. Mr. Stearns will reply to you direct.

Yours very truly,

D. W. GRIFFITH STUDIO

ECB:F

By

Manager

December 20, 1919

Brentwood Film Corp.
4811 Fountain Ave.
Los Angeles, Calif.

Gentlemen:-

Referring to the matter of your purchase of equipment from us, I think it would be well to square up in full for everything you have taken from our premises or bargained for up to the present time.

There is one item on our books against you amounting to $100.00 covering the purchase of the slabs. We would appreciate your check in settlement for this bill and would also appreciate a settlement for such other merchandise as your representative and our Mr. Branch have already negotiated for.

Yours very truly,

D. W. GRIFFITH STUDIO

ECB:F

By

Manager

December 20, 1919

Kewpie Komedy Kompany
229 Western Mutual Bldg.
3d & Hill St.
Los Angeles, Calif.

Gentlemen:-

We find on our books that your company is indebted to us for two small items as follows:

Nov. 7----------	$ 2.63
" 14----------	3.44
TOTAL----------	$ 6.07

Will you not kindly let us have your check in order that we may close this account.

Yours very truly,

D. W. GRIFFITH STUDIO

ECB:F

By

Manager

Dec. 20, 1918

Mr. C. A. Schallenberger,
c/o J. W. Kays Company,
Metropolitan Bldg.,
Los Angeles, Calif.

Dear Mr. Schallenberger:-

We are enclosing herewith our check amounting to $3814.76 which pays our account in full as per your statement of December 2nd, since when we have received additional bills not shown as yet on any of your statements.

In looking into our policies I discovered that we are carrying insurance on "Hearts of the World" negative (Picture A-1) amounting to $115,000.00 which is covered by your policies as follows:-

Policy	# 302665	$20,000.00
	25961	15,000.00
	7059	25,000.00
	3012079	5,000.00
	21509	5,000.00
	4675031	5,000.00
	20634	5,000.00
	1607286	25,000.00
	1900719	10,000.00

It seems to me that this is more insurance than we should carry on the negative of that picture now, inasmuch as the picture has been completed and we have taken off about one hundred prints. I should think that fifty thousand would be sufficient now, and I therefore suggest that you issue cancellations on your policies to bring the insurance down to this amount - giving us the necessary credits.

On your statement of December 2nd, which we have paid as above, there was included a credit of $52.20 dated October 16th, but you did not enclose a credit memorandum for this - hence we are making a debit memorandum for our books and are sending you a copy herewith.

If you can let us have these cancellations togethere with a statement covering these unpaid bills, I can issue a check either next week or early the following week, but in any event before the close of the year, which will liquidate our indebtedness to you entirely.

Yours very truly,

Dec. 20, 1918.

Mr. C. A. Schallenberger,
c/o J. W. Kays Company,
Metropolitan Bldg.,
Los Angeles, Calif.

Dear Mr. Schallenberger:

Referring to the matter of insurance on the negative for "The Birth of a Nation" - and "Intolerance" - concerning which you and I had some conversation several months ago, I am advised by our New York office that they will expect me to carry the insurance out here, to take effect at noon, January 1st, 1919. I think about twenty five thousand dollars on each negative will be sufficient.

These negatives will be left at the vault at the Farmers and Merchants Bank, except during such times as they are actually required in making positive copies therefrom. The "Birth of a Nation" will probably be left in the bank the majority of the time. We have an order now to print twenty copies, and as soon as this is done, the negative will be returned to the bank and left there. The "Intolerance" negative will be kept in the vault at the studio, as we are working upon it. Probably the same terms that now cover our other negatives will apply to this one.

You already have on policy #531321 - amounting to $4500.00, in the name of the Wark Producing Company, covering the negative of "Intolerance" and I have forwarded the bill, amounting to $49.00, to New York for payment.

In making out these new policies, make them in favor of the Wark Producing Corporation, for "Intolerance" - and the Epoch Producing Corporation, for "The Birth of a Nation."

Yours very truly,

D. W. GRIFFITH STUDIO.

By

ECB:LW. Manager.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

WARK PRODUCING CORPORATION
LONGACRE BUILDING
NEW YORK, N. Y.

To the Stockholders of Wark Producing Corporation:

The undersigned, Wark Producing Corporation, hereby elects to declare due and payable 10% on account of principal sum of the certificates of indebtedness of said corporation, bearing date on or about the 28th of December, 1915, together with the interest thereon due on the balance thereof from July 1st 1919 and 10% premium of the amount so paid, payments to be made at the office of the undersigned, Room 720, Longacre Building, 1476 Broadway, New York, N. Y., on or after January 1st 1920, to the registered holder of said certificates of indebtedness as appears upon the books of the Registrar thereof, upon presentation of said certificates, either in person or through the mail at this office, at which time the amount so paid will be endorsed upon said certificates and the same together with the amount so declared due and payable will be redelivered or remailed to the registred owner thereof.

WARK PRODUCING CORPORATION

By

President

Dated December 20, 1919.

431/CX

C

The Fidelity and Casualty Company of New York

RENEWAL NUMBER 9260667

HOME OFFICE: 92 LIBERTY STREET
NEW YORK CITY.

PREMIUM $ 375.00

Certificate Continuing in Force Policy No. 2380289

Name of Assured David W. Griffith

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, in consideration of a premium of Three hundred seventy-five ---- dollars, DOES HEREBY CONTINUE in force the said policy from noon of the 8 day of December 19 19 to noon of the 8 day of December 19 20 standard time at the place of the Assured's address designated in the said policy, subject to all the terms, provisions, and statements of the said policy. But this certificate shall not be binding upon the Company until countersigned by a duly authorized representative of the Company.

Ac.3529
(190317386)

Theo. E. Gaty
VICE-PRESIDENT—SECRETARY.

COUNTERSIGNED

MANAGER

Robt J. Willas
PRESIDENT.

[redacted]

TELEPHONE: 6963 CORTLANDT

CABLE ADDRESS: "EMHAR" NEW YORK

ESTABLISHED 1892

Sherwood M. Hard & Co., Inc.

INSURANCE

SHERWOOD M. HARD
ROBERT OSBORN
WM. J. WORCESTER
GRAHAM H. BREWER'S ESTATE
ALICE H. BREWER

Cortlandt Building, Hudson Terminal

WE REPRESENT THE STRONGEST COMPANIES IN ALL BRANCHES OF INSURANCE

New York, Nov. 21, 1919

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York City.

Dear Mr. Banzhaf:-

I am enclosing herewith renewal certificate of the Fidelity & Casualty Insurance Company under their policy #2380289-David W. Griffith covering full life indemnity Disability with limits of $25/50,000. for a term of one year from Dec. 8th, 1919.

Trusting you will find the enclosure in order, and thanking you, I beg to remain.

Yours very truly,

S. M. Hard.

SMH:J.
Encl:1.

D. W. G.

Form 1220

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 608-610 S. SPRING STREET, LOS ANGELES, CAL. ALWAYS OPEN

B49NY BR 154NL

SI NEW YORK NY DEC 22 1919

E C BIDWELL 2296

4500 SUNSET BLVD LOS ANGELES

WIRE ME ON WHAT CASH REPORT YOU SHOW RECEIPT OF YOUR ACCOUNTS RECEIVABLE VOUCHERS NINE TWENTY NINE AND NINE SIXTY ONE YOU MENTION ON YOUR STATEMENT THAT THEY WERE REPORTED ON YOUR CASH RECEIPT STATEMENT OF NOVEMBER TWENTY NINTH YOUR COPY OF THIS REPORT DOES NOT SHOW THE ABOVE MENTIONED VOUCHERS AS HAVING BEEN RECEIVED WE HAVE CHARGED YOU WITH TEN THOUSAND DOLLAR CHECK SENT ON NOVEMBER TWELVE TO WHAT ACCOUNT HAVE YOU CREDITED THAT ON YOUR BOOKS IS THIS TEN THOUSAND DOLLARS INCLUDED IN YOUR DEBIT ACCOUNT TO NEWYORK OFFICE SHOWN ON YOUR TRIAL BALANCE OF DECEMBER SIXTH STOP I MUST HAVE YOUR REPLY BY WIRE THE WORK IS BEING HELD UP ON ACCOUNT OF LACK OF DETAILED INFORMATION RUSH YOUR STATEMENT SHOWING DETAILS OF HOW YOU DERIVE TO NEWYORK OFFICE ACCOUNT BALANCE AS SHOWN ON YOUR TRIAL BALANCE OF DECEMBER SIXTH NEITHER BLAKE NOR I CAN RECONCILE IT WITH VOUCHERS ON HAND

EPPING

911P

January

New York City, Dec. 22, 1919.

My dear Mr. Bahnzoff:-

This morning I received a note from Mr. Carr regarding a claim made in writing by Alice E. Philipps of San Francisco that "Scarlet Days" as presented on the screen had been adapted from a story written by her and submitted at some unspecified time in the past to the Griffith studios in Los Angeles from which it was shortly afterward returned to her rejected. She says her story was entitled "Laughing Diablo" and dealt with historical aspects of the life of Joaquin Murietta, a bandit of early California. Mr. Carr thinks the story grew out of long table talks he had with Mr. Griffith about early days in California and that I took his "enthusiasm and moulded it into an original story."

The exact facts, however, are simply these:

About a year ago Mr. Griffith told me he wanted a Western story, but made no suggestions about plot, locale or characters. Two weeks later while returning with Mr. Griffith from a visit to some auto races I outlined the plot I had conceived verbally to him and a few days later at his request reduced it to writing. This plot was the same as that presented on the screen with these exceptions. The locale was not California, but Arizona, the time was not 1849, but 1875, and the bandit gave up his life in the end that those whom he had so strangely loved might pass to safety.

This bandit was purely a fictional character in my story and was not even a Mexican.

Later,when Mr.Griffith began to prepare for his production,the location and time of the story was changed,the bandit was altered to assume the aspects of Joquin Murietta and three or four historical incidents dealing with this bandits' life were intriduced. None of these things altered the story in any material sense,however. I suppose these were the result of the talks to which Mr.Carr refers,but I was not present at any of them.

The story was created by me and,in so far as I have any knowledge,is entirely original. I never saw,read or heard of Miss Philipps scenario,and,until the picture was in rehearsal,had never heard of Joaquin Murietta or knew any incidents connected with his career. The lady's complaint seems entirely based on the fact that Joaquin Murietta was used as a character and the locale put in California in '49. She can hardly have any legal claim to these,a public well into which any one may dip with impunity,and as regards any moral claim to recognition or recompense for the use of historial facts which she asserts she suggested for use she has none whatever so far as my work on the story is concerned. I feel quite sure that Mr. Carr could never have seen her scenario and if he made any suggestions about Murietta and early California these came from his own mind and were the result of his study of and interest in the history of early California.

The story and the characters were entirely original with me as I wrote them and I received no help,hints

or suggestions from any source in creating them.

Mr. Carr stated in his letter to me that you thought I should write to Miss Phillips a brief letter of general denial, but, and I trust you will pardon me for differing from your suggestion, I thought it best to write a detailed account of all the facts to you so that from these you would be able to frame a suitable letter of denial and certainly a much calmer one than I might write.

Hope you will have a Merry Christmas and with every good wish for a happy and prosperous New Year, I am

Very sincerely yours,

S. E. V. Taylor

Studio Music.

December 22nd 1919.

Register of Copyrights,

Washington, D. C.

Dear Sir:

Will you kindly forward to me at your earliest convenience two dozen applications for "Copyright --Motion Picture Photoplay Reproduced for Sale" Ll, and oblige

Very truly yours,

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Studio Mgr.

December 22nd 1919.

Mr. Harry C. Carr,
Griffith Studio,
Mamaroneck, N.Y.

Dear Mr. Carr:

In reply to your favor of the 20th inst. regarding copyright of Dorothy's new play C-10, beg to advise that I enclose herewith two cards for application of copyright which should be made out in duplicate, one forwarded to the Register of Copyrights at Washington, and the other retained for your files. These cards should be forwarded to the Register of Copyrights and the date of copyright given on the release date of the picture by the Famous Players Lasky Corporation which will be the date of publication. Two copies of the prints must immediately be filed in the Register's office at Washington and it is customary for the Famous Players' Washington office, on request, to file these prints in said office and the same after inspection by the Copyright office will be redelivered to you or to the Famous Players so that the same may be used in the usual course. The copyright notice, of course, should be printed on all prints as is customary, as well as the name of the party in whom the copyright is taken out and there should be attached to the cards so filed, a brief synopsis of the story.

Mr. Pitman of the Famous Players-Lasky Corporation has charge of the Copyright matters and can arrange to have the prints filed in Washington on or about the release date. If this production is subsequently dramatized for the legitimate stage a new copyright for that purpose should be taken out at the time the same is so dramatized.

Any further information I can give you regarding this matter do not hesitate to command me.

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

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Enc.

TELEPHONES
MAMARONECK { 1190 1191 1192 1193

D. W. GRIFFITH STUDIO

ORIENTA POINT

MAMARONECK, N. Y.

Dec. 22, 1919.

Mr. A.H.T. Banzhaf,
2 Rector St.,
New York City.

Dear Mr. Banzhaf:-

I am returning the script of "The Bonnie Briar Bush." I am sorry for the delay, but we couldn't possibly give it adequate consideration in a shorter time. I had it read by two or three people, including your friend, the pulchritudinous and talented Miss Hill. They all agreed it was a great story, but one that would require very skilful direction to lift it out of the confines of a rather old plot. The charm of the story is in the atmosphere.

Some day very soon we are anxious to have you and Mrs. Banzhaf out to see us at Mamaroneck. My family has come on from California, and we were lucky enough to get a very nice little house.

Very truly yours,

H. C. Carr.

D.W.GRIFFITH STUDIO

HCC:AM

Encl.

D. W. Griffith, #500 Sunset Blvd,
Los Angeles, Calif Title of motion-picture photoplay:
"The Greatest Question."
Story by William Hale.
Photoplay by D. W. Griffith, of the United States.
In 6 Reels. Reels 1-6.

Date of publication Dec. 16, 1919. 2 Copies (each) received Dec. 23, 1919.
Description received Dec 23, 1919. Entry: Class L, XXc., No. 14554

[SEAL]

Thorvald Solberg
Register of Copyrights.

985 Scenes

"THE GREATEST QUESTION"

Continuity

REEL I

1 Main Title - The Greatest Question - Copyright 1920 by D. W. Griffith

2 Title - A Story of the Strange Meandering River of Life.

3 Title - Story by William Hale - Photographed by G. W. Bitzer.

4 Title - Cast of Characters - Note.

5 Title - However light or frivolous we may be, etc.

6 Title - If only one that we have known, etc.

7 Title - From the church, etc.

8 Scene - Church and graveyard.

9 Panoram to cornfields -- Country side. FADE

10 Title - The peddler's family

11 Long Shot peddler's wagon -- little girl in f. g.

12 Closer view - girl up to mother.

13 Title - Nellie Jarvis, the peddler's child.

14 Closerview - little girl and sick mother.

15 Title - "Yes'm"

16 Insert little girl.

17 Title - "Yes'm, I'll go in."

18 Medium view -- little girl on steps of wagon.

19 Long Shot - Little girl runs off

20 Long shot brook -- Little girl skips on - throws pebbles in water.

21 Long Shot - Villain and girl arguing.

22 Title - In the shadows of the dark woods, etc.

23 Closer view scene - Villain strikes girl -- wife on.

24 Long shot - three in distance - little girl on in f. g.

25 Closer view - little girl to tree.

26 Insert little girl by tree.

27 Long view three people - girl pleading.

28 Closer view - little girl crying.

29 Long view - Three.

30 Title - Under passion's lowering cloud - etc.

31 Close view - strike girl - she falls.

32 Insert little girl crying.

33 Long view - villain and wife kill girl.

34 Long view - Villain and wife run off - child in tree in f. g.

35 Insert Villain and wife.

36 Insert child crying.

37 Long.view, child sneaks off.

38 Ins. Villainous couple

39 L. V. Villainous couple off.

40 Close view peddler's wagon

41 L. V. Wicked couple on to girl on ground - start to dig -

42 Ins. child watching.

43 C. V. couple digging

44 L. V. Couple bury body - child runs off.

45 Title The Child returns.

46 L. V. Child on to mother at wagon.

47 Ins. Child pulling mother away.

48 L. V. Child pleading with mother.

49 L. V. Couple finish burying body.

50 Medium view - father on to mother and child.

51 Title - They treat the child's story, etc.

52 Close view -Father talking to child - sends her into wagon - back to mother pats her shoulder - helps her into wagon. FADE

53 TITLE - Ten years later. The home of the Hiltons in the same neighborhood.

54 Long view - Exterior Hilton home.

55 Interior - Full view kitchen - Jimmie at table fixing basket - mother and John at stove - Uncle Zeke on.

56 Title - The Falterer. The paralytic father, ect.

57 Insert father.

58 Title - Jimmie Hilton.

59 Insert Jimmie reading label on jar.

60 Title - Zeke, an old family retainer, etc.

61 Insert - colored man grinding coffee.

62 Title - The mother - a quiet but sternly sweet soldier etc.

63 Close view mother and eldest boy by stove - she gives him bread to smell.

64 Insert darkey smelling bread - smiles.

65 Close view mother and son

66 Title - After the passing of the father, etc.

67 Long shot - peddlers wagon coming down to water.

68 Close view - wagon through stream - girl driving.

69 Interior wagon.

70 Insert Mother sick on bed.

71 Title - The sick woman complains of the jolting, etc.

72 Insert mother sick.

73 Close view - girl driving.

74 Insert sick mother

75 Long shot - interior wagon.

76 Girl driving - pointing.

77 Long shot - wagon out of water.

78 Interior wagon - girl on to mother.

79 Close view - back door

80 Close view - interior - girl taking mother in her arms

81 Insert girl holding mother

82 Insert mother's face - talking.

83 Title - The mother tells her daughter, etc.

84 Insert mother.

85 Insert girl's face looking at mother.

86 Title "Yes'm"

87 Insert girl

88 Med. View girl holding mother

89 Insert girl's face.

90 Insert mother's face.

91 Title - A life flowing out, etc.

92 Distant view stream of water.

93 Close view water flowing.

94 Med. view girl holding mother - swaying back and forth.

95 Insert mother's face.

96 Insert girl's face - calling mother.

97 Med. view - girl calling for help

98 Long view - girl in door of wagon.

99 Interior Hilton house - mother packing basket.

100 Another shot Interior Hilton House - Jimmie exits.

101 Title - Though in dire poverty, etc.

102 Exterior - long shot - Jimmie out through gate - exits.

103 Long shot wagon - back door.

104 Another shot - wagon standing by stream - Jimmie on

105 Close view girl and mother.

106 Long shot - Jimmie to back of wagon.

108q Insert girl calling Jimmie.

108 Long shot - back door wagon - Jimmie up.

109 Title - "My mother - I can't wake her - etc."

110 Med. View girl talking to mother

111 View back door wagon - Jimmie talking.

112 Long view - Jimmie runs off.

113 Closer view by stile - Jimmie on.

114 Interior Hilton House - mother and son hear call.

115 Jimmie by stiles, calling.

116 Interiro - Mother, son and darkey out.

117 Jimmie runs back to wagon.

118 Back door - Jimmie on to girl.

119 Ext. Hilton house - all out.

120 Jimmie at stiles, calling.

121 Exterior Hilton House - all running off - Darkey last.

122 Stile - all on -- up to wagon.

123 Back door - Jimmie helps mother into wagon - darkey and father on

124 Title - When the doctor came.

125 Interior wagon - girl holding mother - doctor talking to girl.

126 Insert girl's face.

127 Insert doctor.

128 Title - "She will never waken, dearie."

129 Insert doctor talking.

130 Insert girl - turns to mother - eyes fill with tears.

131 Med. view - doctor tries to take mother - girl holds mother close in arms

132 Med. View doctor and mother watching.

133 Title - A pitiful faltering good bye to the family, etc.

134 Interior Hilton house - girl saying good bye to mother and father.

135 Close view - girl talking to them

136 Insert girl.

137 Medium view girl talking to them.

138 Long shot same scene - Jimmie by door.

139 Close view - girl saying good bye to Jimmie.

140 Close view - mother and father.

141 Title - They decide they can find room etc.

142 Insert mother and father talking.

143 Girl andboy by door.

144 Mother and father - mother calls her back

145 Girl leaves Jimmie.

146 Girl with mother and father

147 Title - "Oh, yes'm, Id just love, etc.

148 Insert girl.

149 Mother takes girl in her arms.

150 Close view - Jimmie rubbing head, happy

151 Girl and mother

152 Insert girl turns to Jimmie

153 Jimme rubbing head

154 Long shot - interior room - all on

END OF REEL ONE.

REEL TWO - Page 1.

1 Title - Idyllic days for her

2 Long shot - interior Hilton house - all at table. Fade

3 Fade on same scene - all at table.

4 Close view - darkey holding plate.

5 Closer view putting food on darkey's plate.

6 Long view interior of room.

7 Closer view - darkey holding up plate.

8 Title - As long as there is gravy in the bacon pan, etc.

9 Close view putting gravy on darkey's plate

10 Fawcett - Father pouring coffee - long view.

11 Close view darkey eating.

12 Long view darkey talking tofather.

13 Close view girl and boy talking.

14 Title - "When I get a million of these, etc.

15 Girl and boy talking about money

16 Insert coin in fingers

17 Girl and boy - boy puts money in pocket.

18 Title - John, the mother's beloved son, etc.

19 Mother rubbing John's arm - he puts her head on his shoulder.

20 Long shot - interior room. FADE

21 Title - Summer lanes.

22 Long shot - country scene - girl and boy in distance.

23 Close view girl and boy picking apples.

24 Closer view - girl and boy with basket - he kisses her.

25 Title - "I'll tell on you!"

26 Girl playfully slapping boy --

27 Title - "If you do, I'll do it again."

28 Boy throws arms around girl - kisses her again. exit.

29 Long shot - girl and boy over stone wall

30 Long shot - girl and boy down road

31 Title - And when she was gone, etc.

32 Down road through woods - girl and boy walking away from camera.
Fade

33 Title - An innocent frolic --

34 Long shot - girl in the water

35 Insert boy on bank - calling her

36 Insert girl kicking water

37 Insert boy pointing at her

38 Long shot - throwing stones in the water

39 Title - except to a hidden lascivious eye.

40 Close view - Villain watching.

41 Girl kicking water

42 Title -- Martin Cain, a neighbor who little dreams, etc.

43 Insert villain.

44 Long view - girl and boy playing

45 Insert villagin watching

46 Girl and boy playing - she comes out of water.

47 Villain watching - goes off

48 Title - the father compalins bitterly of their poverty, etc.

49 Interior Hiltons - father on - sits down - mother on.

50 Close view - father talking to mother

51 Long shot exterior house - boy and girl up walk,

52 Long shot interior - girl and boy enter.

53 Insert girl

54 Insert father and mother - she speaks

55 Title -- Let them know it etc.

56 Insert mother and father

57 Insert girl hearing this

58 Close view girl and boy

59 Long shot - girl over to mother -

60 Close view girl and mother

61 Insert girl talking -

62 Title - Missy, I'll hire out, etc.

63 Insert girl talking to mother

~~64~~ 65 ~~Title "No, No, you stay right here"~~

Insert

~~65~~ 64 ~~girl talking to~~ mother - smiles - shakes head

65 Title - "No, No, you stay right here."

67 ~~Long view girl going off~~

67 Close view - mother takes girl in arms - kisses her

68 Long view - girl goes off

69 Title -- Their last reliance taken away, etc.

70 Long view interior Hilton house.

71 Close view John saying good bye to Jimmie

72 Long view John over to mother

73 Close view John saying good bye to mother - lifts her head

74 Title "I feel I will never see you again."

75 -- Mother crying - arms around son's neck

76 Title - "Don't mother don't, etc."

77 Talking to mother - mother sobbing --

78 Long view - Boy going off

79 Close view - darkey giving boy rabbits foot - boy smiles

80 Long view - boy exits.

81 Exterior long shot - alldown to gate -- John in lead with bag. Exits -- all waving. FADE

82 Title -- Despite their protest she etc.

83 Exterior house long shot - girl out - meets boy - girl goes off- boy follows her.

84 Bridge - girl over shaking head - boy following.

85 Exterior villain's house - long shot - villain into house

86 Closer view gate

87 Long shot fields - boy and girl coming.

88 Insert door to villain's house - villain enters.

89 Interior villain's house - long shot - woman reading.
man comes in - scolds about dirty dishes.

90 Close view man and woman arguing.

91 Title - "No you wont, I know too much, etc.

92 Woman and man talking.

93 Revert back to scene of killing girl

94 Man and woman shaking fists.

95 Fence - girl and boy to fence.

96 Exterior long shot - Girl on to gate

97 Man and woman inside scratching.

98 Long view - woman rubbing hands

99 Close view - man takes hand from face - shows scratches.

100 Closer view exterior - girl through gate up to house

101 Insert black and white dog.

102 Long shot - girl on steps.

103 Close view - girl at screen door.

104 Close view inside - man and woman - hear knock

105 Girl at door

106 Man and woman inside

107 Girl at door

108 Interior - Long view - girl comes in.

109 Insert girl

110 Title - Missy I heard you wanted a hired girl.

111 Insert of girl - very large head.

112 Title - "Yes'm"

113 Close view - girl and woman

114 Close view - man and woman

115 Close view - girl and woman - girl points.

116 Close view - woman puts arms around man

117 Title - "He cut his face with a razor, etc.

118 Woman with arms around man.

119 Woman and girl - girl sorry.

120 Title - "We'll see about it."

121 Long shot - woman exits with dish pan. Man over to girl

122 Title -- "Yes'm - Yes'r, I'm strong enough."

123 Close view girl showing man muscle -- man feeling.

124 Long view - woman comes back - man away from girl.
Woman pats girl -

125 Close view - woman patting girl - kisses her

126 Long shot girl and woman

127 Close view - girl exiting

128 Title - "I'll come just as soon as I can, Missy."

129 View of girl at door

130 Long view - man and woman watching girl go out door.

131 Exterior door - girl out.

132 Interior - man and woman fighting.

133 Long view interior Hilton home - darkey and mother on

134 Close view - mother gives darkey pail

135 Title - Sent to a neighbors, etw.

136 Exterior porch - moonlight - darkey and children on.

137 Close view darkey asking for flour.

138 Title - "You haven't paid back etc.

139 Insert darkey.

140 Close view woman shaking finger - darkey puts paid on finger

141 Long shot - darkey sits on steps

142 Interior house - woman in with pail - opens drawer

143 Ext. Darkey insert -

144 TITLE "We'll get it."

145 Int. Two women argue.

146 Insert Miss Bruce

147 Title - "Oh, let 'em have a little."

148 Insert Bruce

149 Insert Toncary.

150 Title - "No, Siree, etc."

151 Insert Toncray

152 Insert darkey outside

153 Two children smiling

154 Interior - women argue

155 Exterior - insert darkey

156 Interior - women fussing

157 Exterior Darkey and children sit on steps.

158 Title - The Ghost Story.

159 Close view - three on steps.

160 Insert darkey telling story

161 Insert children watching

162 Interior - Toncray opens drawer and exits - Bruce gets flour.

163 Exterior - three on steps - darkey talking --

164 Long shot same - woman out with flour

165 Three exit from scene

END OF PART TWO.

REEL THREE - Page One

1 Exterior Country road - Moonlight.

2 Tramp on with bundle - over stone wall.

3 Title -- A fugitive seeks lodgings made safe, etc.

4 Graveyard -- Man over stonewall - unwrapping bundle.

5 Long shot - Darkey and children with dog down road -- fence.

6 Closer view of same

7 Empty road ahead of them

8 Close view of three.

9 Title - Keep, close chillun, etc.

10 Close view of three.

11 Graveyard where tramp went in.

12 Close view of three.

13 Insert dog between darkey's legs.

14 Darkey afraid to go ahead.

15 Insert owl in tree.

16 Three - afraid to go forward.

17 Long shot -- darkey stops - starts - afraid to go on.

18 Insert of owl

19 Long shot - darkey hears owl and takes boy's arm.

20 Graveyard where tramp is.

21 Three coming slowly forward.

22 Long shot - three come by graveyard.

23 Tramp with blanket over head - raising up.

24 Three come on - watching graveyard.

25 Insert boy and girl.

26 Tramp with blanket

27 Insert darkey - children behind him.

28 Long shot - tramp raises up - darkey and children run.

29 Darkey and children fall in foreground.

30 Darkey and children get up.

31 Long shot - running.

32 Long shot - another run - dog behind.

33 Exterior Hilton house - Darkey on first - children after.

34 Interior -- Darkey rushes in - children and dog after him.

35 Close view Darkey telling story.

36 Insert father listening.

37 Close view darkey telling story to mother.

38 Close view children

39 Long shot - darkey sits down - mother exits.

40 Title - John, now on the great blockade.

41 Submarine in water.

42 Close view - boy hauling rope.

43 Insert boy.

44 Long view - submarien.

45 Long shot interior house - Mother and father at table - Moonlight.

46 Insert mother reading bible.

47 Title - Verily I say unto you if a man, etc.

48 Insert - mother raises head.

49 Long view - submarien.

50 Insert mother - frightened look on face.

51 Boy on submarine.

52 Insert boy giving order.

53 Boy on submarine

54 Title - The emergencey - etc.

55 Long view - submarine starting to dive

56 Title - Too late.

57 Long view - boy climbing up submarien as it sinks.

58 Submarine disappears - boy just visible.

59 Insert boy struggling in water - sinks.

60 View of water - clear.

61 Exterior house - storm.

62 Long shot interior

63 Insert mother's face frightened.

64 Exterior, storm.

65 Interior - wind blows lamp out - father stands. Mother stands - door opens - boy enters - mother puts arms around boy.
FADE

66 FADE ON - mother standing as before - vision gone.

67 Close view - father up to mother.

68 Title - John was here, father.

69 Back to scene - mother folds hands on heart.

70 Title - After a period of anxious waiting.

71 Long shot - interior - Mother darning - father on - children enter with telegram.

72 Insert mother.

73 Insert father handing telegram

74 Insert mother

75 Title -- "It's my boy - etc."

76 Long shot - father gives telegram to boy - opens it - gives to father - father reads

77 Insert Telegram from bureau of navigation.

78 Insert father reading telegram.

79 Title - "How did you know, Mother?"

80 Back to scene

81 Insert mother's face convulsed with grief - hands to face.

82 Medium view mother.

83 Insert father - cursing

84 Long view - father sits down.

85 Girl over to mothe

86 Close view - girl comforting mother

87 Insert mother and girl.

88 Title - Hush, he is hearer to us now, etc.

89 Insert mother and girl

90 Medium view mother with arm up as if with baby.

91 Long view - father watching.

92 Title - Despite forbodings etc.

93 Long view interior - girl on with bag - kisses father

94 Close view girl and mother

95 Insert girl

96 Close view girl crying - mother kissing her

97 Long view - girl takes up bag

98 Close view -- boy helps girl off with bag

99 Exterior - girl and boy out of house

100 Interior - mother turns to ather.

101 Title - Again the vague memory whispers.

102 Long view - stream.

103 Revert back - killing of girl

104 View up stream - girl and boy down to f. g.

105 Darkey and dog fishing.

106 Boy and girl at stiles - he takes down stile - gives girl bag.

107 Closer view

108 Title - "You don't care for this do you?"

109 Close view - she takes picture.

110 Insert tin type

111 Revert back -- girl and boy having picture taken

112 Closer view same.

113 Girl and boy and picture camera as 111.

114 Insert girl and boy by stiles - he puts arms around her.

FADE

115 Distant view of stream

116 Title -- Flow on cold rivulet to the sea, etc.

117 Distant view of stream

118 Boy and girl embrace as 114

119 Darkey and dog x fishing.

120 Embrace

121 Long view same - break away - embarce again.

122 Closer view - boy kisses girl.

123 Darkey and dog - dog licks darkey's face.

124 Medium figure - boy and girl - she leaves with bag.

125 Boy puts back stile - leans on it watching girl.

126 Title - Into the citadels of the evil legions.

127 Interior villain's house - girl comes on

128 Interior -- woman on takes girl upstairs.

129 Title -- A shrine to the boy in the garden etc.

130 Ext. graveyard -- setting monument

END PART THREE

PART FOUR - Page 1

1 Interior villain's house - wife gives girl duster

2 Closer view same

3 Kitchen - villain with churn

4 Sitting room - girl dusting

5 Title - Started on a road of peril etc.

6 Kitchen - long shot - man to door - looks

7 Close view girl dusting chair in sitting room

8 Long view - girl gets up - exits

9 Kitchen - girl runs into kitchen

10 Close view - man sets girl to churning - takes girls hand

11 Sitting room - wife on - misses girl

12 Med. view - kitchen

13 Long shot - girl hears wife call

14 Title - When I tell you to do something, etc

15 Sitting room - long shot

16 Title "Shup up.

17 M ed. view - woman scolding girl

18 Title - Yes'm.

19 Long shot - wife with whip

20 Close view - wife with ship

21 Med. view - girl surprised

22 Title - Not on me, missy, etc.

23 Med. view - girl goes on with dusting - stops - woman puts her to work

24 Insert wife

25 Long view - woman striking with whip

26 Insert woman

27 Insert girl behind chair

28 In sert woman with whip

29 Insert girl

30 Medium ~~f~~ view - girl and woman -- woman laughs. FADE

31 Title - Saturday afternoon - ~~Jimmie exits~~

32 Exterior villain'a house - girl on to fence

33 Title -- ~~M~~ Jimmie might come.

34 Long shot - girl at fence

35 Close view - villian on to girl

36 close view - woman in wood shed

37 Insert villain reaching hand over to girls

38 Ins ert girl watching - moves hand over

39 Close view of ma$_n$ and girl

40 Long shot - girl out

41 Title - But he was hard at work

42 Jimmie working hoeing corn

43 Titel -- that evening.

44 Interior hall in villain's home - long shot - girl upstairs.

45 Int. girl's room - girl enters

46 Hall -- Villain upstairs - stops at girl's door

47 Int. girl's room - girl talking to doll

48 Title - A lonely little girl and etc.

49 Insert girl fixing doll's hat

50 Insert doll

51 Insert girl with doll

52 Long shot - man at girl's door - goes down hall

53 Int. villain's bed room

54 Close view - woman on bed

55 Long shot room - man enters

56 Insert jimmie playing mouth organ

57 Long view Jimmie - looking at picture

~~58 Insert tin type~~

58 Insert Jimmie

59 Insert tin type

60 Insert boy looking at p cture - holding picture to heart

61 Insert girl wiping tears away with doll's hand

62 Int. villain's room - villain on

63 Close view - villain looking at bed

64 Insert wife on bed

65 Insert man watching

66 Insert man turns away

67 Hall long shot - man into hall

68 Insert woman on bed - takes gum out of mouth

69 Long shot - man into hall -- up to girl's door

70 Title - Though only hatred seems between them, etc.

71 Interior - villain's room - wife gets gun - up to door

72 Ext. girl's door - man on

73 Int. girl's room - girl kissing picture on doll's face

74 Long shot - man at girl's door

75 Close view - man opens door crack

76 Int. Girl's room - insert door opening

77 Insert girl leaving doll

78 Long shot hall - man away from door into trunk room

79 Insert man at door trunk room

80 Long shot woman's room.

81 Insert woman at door her room

82 Insert man at trunk room door

83 Int. girl's room - long shot - girl starts to undress

84 Insert man watching

85 Long shot - girl taking off dress - handkerchief over doll's face.

86 Insert man watching.

87 Long shot - girl's room - she closes door

88 Insert villain - disappointed

89 Long shot - girl's room - over to bed

90 Hall - man out of trunk room

91 Wife's room - long shot - woman gets revolver from dresser

92 Long shot girl's room - girl sitting on bed

93 Closer view of same

94 Close view man watching

95 Insert woman watching

96 Insert door knob turning

97 Close view girl sees door knob turn ~~pt~~ alarmed

98 Man at door

99 Insert wife with gun at crack of door

100 Girl on bed frightened

101 Man at door

102 Girl putting on shoes

103 Long shot - girl over to door

104 Long shot hall - man quickly away

105 Man into trunk room

106 Int. girl's room - girl at door

107 Long shot hall - girl into hall

108 Trunk room - man at door

109 Close view - man peeking through crack

110 Close view wife peeking through crack

111 Close view girl in hall - listening

112 Insert man's eye at crack

113 Close view woman with gun through crack of door

114 Long view - girl down hall

115 Insert woman pointing gun.

116 Long view - girl looking down stairs

118 Insert woman with gun

118 Long view girl upstairs again

119 Woman with gun

120 Long view girl down hall

121 Insert woman takes gun away from crack

122 Girl down hall to woman's door

123 Insert wife surprised

124 Girl starts to knock on woman's door - goes back

125 Insert man watching through crack

126 Girl back into her own room

127 Long shot - man into hall

128 Long shot - girl in her own room

229 Long shot - man down hall to his own room

130 Villin(s room - long shot - wife jumps into bed -- man enters

131 Title -- Sunday

132 Long shot exterior Hilton house - going to church

133 Title - A sharper interested in the new oil etc.

134 Long shot - man on with pick in garden - starts to dig

135 Long shot road p- wagon coming down

136 -- Title - he works while the family, etc.

137 Man with hole dug - ~~fffff~~ feeling earth - covering hole --
FADE

138 Fade on - Man with hole covered - exits.

139 Title - Afterwards

140 Mother on to same spot - looks around

141 Insert boy hoeing corn

142 Mother exits from scene 140 - calls boy

143 Int. Villain's kitchen - girl wiping dishes - woman on.

144 Title - "Be careful of that plate, etc.

145 Close view woman cautioning girl.

146 Long shot - woman exits.

147 Sitting room - medium shot - woman on to table

148 Ext. Hilton house.

149 Close view - boy dressed up on porch

150 Kitchen - close view - girl wiping dishes.

151 Long view - girl turns to stove - plate drops.

152 Dining room - woman hears

153 Long shot kitchen - girl frightened - picking up pieces

154 Close view - girl patching pieces

155 Long shot - same business - girl crying - frightened.

156 Ext. porch -- Mother comes out of house --

157 Title - The mother's premonition ---

158 Ext. porch - Boy exits

159 Long shot - Boy out gate

160 Girl in kitchen with broken plate - puts it in apron

161 Woman in sitting room - exits to kitchen

162 Long shot - woman enters kitchen

163 Insert woman

164 Title - Did you break a plate?

165 Back to insert woman questioning girl

166 Girl frightened

167 Title - the pitiful tremulous lie.

168 Medium view - girl denying

169 Close view - girl shaking head - no.

170 Medium view - woman scolding girl.

171 Long shot - woman scolding girl

172 Bridge - long shot -- Jimmie crossing

173 Long shot kitchen - girl drops pieces

174 Insert woman -

175 Insert girl frightened

176 Woman starts to whip girl

177 Insert girl

178 Long shot woman shaking finger at girl

179 Long shot exterior -- boy running.

180 Interior long shot woman takes whip

181 Insert girl begging for mercy

182 Insert woman with whip

183 Insert girl

184 Long shot - girl pleading.

END OF PART FOUR

PART FIVE - Page 1

1 Long shot by stream - boy on to father and darkey

2 Insert boy

3 Insert father

4 Title - Permonition, nothing, etc.

5 Insert father

6 Insert boy

7 Long shot interior - girl pleading

8 Insert woman on with whip

9 Long shot - woman starts to chase girl

10 Medium view - exterior - boy starts for house - father sends him off

11 Long shot kitchen - girl starts to run - woman pulls her back

12 Close view - woman and girl struggling

13 Long shot - woman throws girl on floor

14 Insert woman beating

15 Long shot - girl on floor after beating - woman over her

16 Long shot - boy leaves looking suspiciously at darkey - father leaves

17 Insert darkey after they have gone - takes up fishing pole, exits

18 Interior kitchen - woman over girl on floor -- exits.

19 Exterior back porch villain's home - villain on.

20 Interior kitchen - villain in - over - sees girl on floor - picks her up.

21 Close view girl and man

22 Long shot girl and man - wife at door

23 Insert wife

24 Close view girl and man

25 Insert wife watching

26 Long shot - woman comes into room - sends girl out

27 Exterior porch - girl on to porch

28 Long shot interior - villain and wife argue

29 Exterior - night - girl on to [illegible] Tree

30 Close view - girl to [illegible] tree

31 Title - Nearer the vague memories, etc.

32 Back to scene

33 Revert back - villains choking girl

34 Girl by tree

35 Long shot girl away from tree

36 Exterior Hilton house - boy up walk

37 Close view Hilton door - boy enters

38 Interior - Boy enters with letter.

39 Exterior - close view by door - girl on

40 Title - She has sent them, etc.

41 Interior - Mother opens letter - finds money - father and boy watch.

42 Insert girl by window watching this

43 Interior - mother down on knees by father - shows money

44 Girl at window outside - smiles

45 Interior - boy leaning over father's shoulder

46 Med. shot - exterior - girl goes up to door - starts to open

47 Title - The little heart of love, etc.

48 Back to scene girl closes door - exits into night

49 Title - The return

50 Interior kitchen - woman peeling potatore - man on - girl comes in.

51 Close view girl

52 Title - Missy, I wont lie, etc.

53 Close view girl

54 Close view man and wife

55 Title - Get to work then.

56 Back to scene - woman speaking

57 Long view - girl takes offhat - comes down talks to woman

58 Interior Hilton house - Father enters - mother and boy on

59 Title - The last straw, etc.

60 Interior Hilton house - mother up to father

61 Close view - mother talking to father - Darkey in back ground

62 Title - The Lord will provide, etc.

63 Close view - father blasphemous

64 Insert boy - shocked

65 Close view - father cursing

66 Long view - same - Sharepr comes in.

67 Title - Again the sharper.

68 Insert Sharper by door

69 Close view - fat er and mother

70 Title -- Bring your papers tomorrow, etc.

71 Long view - Sharper exits. Mother pleads with father - Darkey down

72 Insert darkey speaking

73 Title - "What's to become of me etc.

74 Back to insert - Darkey holding carpet rags - crying

75 Insert father and mother

76 Insert darkey crying

77 Long shot - Darkey talks to boy in background. Father exits.

78 Title - Assailed by sorrows and doubts, etc.

79 Long shot - interior - mother takes off apron - exits.

80 Interior girl's bed room - Long shot - girl asleep on bed - woman enters - over to bed

81 Title - So continues the old struggle between etc

82 Close view ~~girl~~ Woman by girl's bed

83 Insert girl asleep on pillow

84 Insert woman looking at girl.

85 Close view - Woman lifts revolver.

86 Insert Girl's head on pillow - revolver pointed to head

87 Insert woman's face

88 Insert girl's head on pillow - revolver to temple

89 Long shot

90 Exterior graveyard - mother on to grave - father at gate - Long shot

91 Insert mother at grave.

92 Close view mother at grave

93 Title - Lord, I believe, etc.

94 Insert mother praying

95 Bigger insert mother calling

96 Title - My,Boy, My boy, hear, etc.

97 Woman's face praying

98 Close view father shaking cane

99 Title - He isn't there, etc.

100 Back to father close view

101 Insert mother with arms raised.

102 Title - Into the infinite night, etc.

103 Mother with arms lifted ~~x~~ calling her boy

104 Title -- "Why, why hast thou forsaken me".

105 Mother shaking head back and forward

106 - Long shot - mother stands with arms upraised -- Vision of boy appears by tombstone.

107 Insert father - sees vision.

108 Insert mother - talking to vision - smiles

109 Long shot - mother lowers arms

110 Long shot - father by wall.

111 Insert father - falling on knees.

112 Insert mother

113 Long shot - father stands up -- vision talking

114 Insert mother

115 Medium view - mother and vision

116 Interior girl's room - Medium view - woman takes away revolver

117 Insert girl's head - butt of revolver

118 Back to graveyard scene - long shot - mother talking to vision.

119 Girl's room

120 Insert woman frightened

121 Insert girl's head on pillow - she stirs

122 Long shot - woman exits from room.

123 Long shot graveyard.

124 Closer view - mother talking - vision fades.

125 Insert mother smiling - talking

126 Title - "Farewell, until our tomorrow."

127 Insert mother's face - she turns away - speaks to father

128 Long shot - mother down to gate.

129 Title -- " Nothing matters now, mother, etc."

130 Close view - father and mother go off together.

131 Title - The morning - etc.

132 Exterior Hilton yard - mother and boy on with shovel - she shows him where to dig. FADE.

133 Revert back to mother at same spot previously.

134 Back to Scene 132 - Hilton yard.

135 Title - Beneath their feet, where it has always lain etc.

136 Scene 132 - Boy has hole dug - father on - mother watching.

137 Insert oil bubbling out of earth.

138 Scene 132 again --

139 Insert boy with sticky stuff on hands.

140 Title - "That sticky stuff! etc.

141 Insert boy - starts to run off

142 Medium view - boy starts to run off comes back - father speaks-

143 Title - "Why it's oil!"

144 Insert g father excited.

145 Medium shot - boy exits

146 Exterior villain's house long shot - man and wife out - leave in different directions.

147 Interior long shot - girl through sitting room - over to table

148 Exterior wood shed - villain on

149 Exterior field - wife running across field

150 Exterior Hilton farm - boy on with prospectors to oil hole

151 Insert oil bubbling

152 Long shot - boy takes people off.

END OF PART FIVE.

PART SIX - Page 1

1 Title - The Demon's rushing wings.

2 Wood shed - villain chops wook - exits.

3 Scene in field by stream - wife on - hides

4 Exterior villain's house - long shot - man through gate up to house

5 Interior house - girl at table - man rushes in

6 Exterior - woman up from trees.

7 Interior - man over to girl

8 Close view man and girl

9 Exterior field - boy and prospector in fields

10 Villain and girl - he takes her hand - she pulls back

11 Long shot - girl tries to get out

12 Close view - villain holds her

13 Scene by first oil hole - boy and prospector back

14 Insert prospector talking

15 Title - "I've known prospects worse than this, etc.

16 Insert prospector

17 Insert boy surprised.

18 Long shot - boy steps back - falls over wood

19 Interior villain's house - close view - man and girl start struggle

20 Long shot - girl runs away from man.

21 Insert girl warning villain

22 Insert man reaching to grab girl

23 Insert girl shaking head - frightened

24 Insert man with fists doubled.

25 Insert girl screams.

26 Long shot - girl runs upstairs.

27 Upstairs hall - girl up stairs - into trunk room

28 Girl in trunk room - putting trunks against door

29 Villain in hall.

30 Girl in room.

31 Villain in hall - pounding at door.

32 Insert girl holding door.

33 Exterior Hilton place - boy runs off.

34 Title - "I'm going to tell Nellie."

35 Back to scene by oil hole in Hilton place.

36 Insert villain.

37 Long shot trunk room - girl up laddr.

38 Long shot attic - girl up.

39 Trunk room - man in

40 Attic - g rl pulls up ladder.

41 Trunk room - man looking up.

42 Insert villain.

43 Exterior Hilton place - boy out of house.

44 Attic - girl.

45 Insert villain downstairs.

46 Long shot attic - girl at window.

47 Insert mouse trap.

48 Girl running around attic.

49 Trunk room - man piling up trunks.

50 Attic - girl looking down trap door.

51 Insert mouse trap.

52 Villain piling up trunks.

53 Girl on knees by trap door.

54 Close view girl by trap door - closes trap - lying on door.

55 Long shot girl holding down trap door.

56 Close view girl on trap door - villain pushes it up.

Exterior - fields - boy coming.

58 Attic - villain pushes girl off trap door - comes up

59 Insert villain at trap door

60 Long view - girl on knees

61 Exterior house - long view - wife on

62 Close view - woman on to door.

63 Long view - attick - man up

64 Insert man.

65 Insert girl on knees

66 Woman at door of house

67 ~~Interior dining room~~

67 Long view - attic - girl runs to window.

68 Close view - girl at window

69 Insert man after her

70 Interior sitting room - wife in with revolver

71 Attic - close view girl breaks window with oil can

72 Insert man coming toward her

73 Close view girl at window - screaming.

74 Bank of stream - boy running.

75 Attic - long shot - man grabs girl.

76 Close view girl and man struggling

77 Upstairs hall -- woman up stairs

78 Trunk room - woman on with gun.

79 Insert man kisses girl.

80 Trunk room - woman at ~~trunks~~ trunks

81 Long shot - woman up on trunks.

82 Long shot attic - woman up through trap door - points gun at man and girl

83 Insert woman

84 Insert man and girl

85 Boy running through fields to stile.

86 Close view boy sitting on fence.

87 Insert woman pointing gun -

88 Girl and man

89 Insert woman pointing gun

90 Insert woman's foot slips

91 Long shot - woman falls

92 Insert man.

93 Attic - long shot girl picks up gun

94 Insert girl

95 Man and wife together.

96 Insert girl - surprised - remembering

97 Revert back - Villain and wife killing poor girl.

98 Insert girl pointing to them

99 Title - "I know you NOW."

100 Back to insert girl pointing

101 Revert back of villain and wife murder

102 Girl accusing them wildly

103 Medium view man and woman - frightened

104 Girl pointing - talking to them.

105 Long shot - girl ~~gir~~ goes down trap door

106 Trunk room - girl through

107 Hall - girl through and down stairs

108 Sitting room - girl on - finds door locked.

109 upstairs hall - villain on downstairs

110 Sitting room long shot - girl starts out window - villain grabs her.
111 Woman down stairs

112 Sitting room -- Man and wife after girl.

113 Close view - threatening girl.

114 Title - She must not go -she'll tell."

115 Close view girl accusing them.

116 Long view girl.

117 Boy on fence - jumps down.

118 Close view - man and woman after girl

119 Insert - Man's face.

120 Insert - Woman's face.

121 Insert girl, frightened.

Medium view - they grab girl.

Long view - choking girl

Exterior -- boy through gate

125 Interior Medium view -- woman with hatpin after girl.

126 Exterior - boy on to door.

127 Interior - insert girl screaming.

128 Exterior window - boy on

128 Long shot interior - choking girl - boy in through window

129 Insert boy.

129 Villains

130 Close view boy and man fighting.

131 Long shot - boy turns to girl - girl accuses woman

132 Insert boy.

133 Insert woman begging for mercy.

134 Insert boy

135 Insert woman.

136 Long shot - boy and girl exit.

137 Exterior - boy and girl come out.

138 Long shot interior - man and woman - man raises from floor.

139 Exterior under tree by stream - boy and girl running.

140 Title -- "Oil! It's everywhere."

141 Long shot - boy showing girl oil - exit.

142 Bridge - long shot - boy and girl run over bridge.

143 Scene by oil hole - boy and girl run on - girl hugs mother - kisses father - excitement.

144 Exterior Hilton house - Darkey out with dog and bundles.

145 Insert darkey talking.

146 Insert dog by darkey's leg

147 Insert darkey

148 Long shot dog and darkey

149 Insert darkey when he hears good news.

150 Insert dog by his leg.

151 Insert darkey - opens bundle.

152 Insert chicken.

153 Long shot - darkey lets chicken go - shakes hands - exits.

154 Title -- And then --

155 Long shot boy and girl on bench.

156 Closer view same - he leans over --

157 Title - "We don't know enough to get married."

158 Medium view -- girl drops head.

159 Title "We can wait."

160 Boy puts arms around girl.

161 Long view - girl closer to boy - Kiss -- FADE.

162 Exterior back door - house of two women - man brings barrel of flour in -- FADE

163 Big limousine -- family getting in.

164 Insert girl in call - car moves on.

165 Long shot - car going away.

166 Title - At the big hotel.

167 Interior - dining room big hotel.

168 Insert - waiter ?

169 Long shot - boy and girl - happy business

170 Insert mother

171 Close view girl and boy - girl jumping around.

172 Insert father laughing.

173 Close view boy and girl.

174 Long shot - girl over to father - all take their places.

175 Interior villain's sitting room -- man and woman at window - see someone coming.

176 Title - Conscience.

177 Long view - man and wife frightened. Sheriff enters with handcuffs.

178 Insert man and wife frightened.

179 Long view.

180 Insert man and wife.

181 Hotel dining room --

182 Title - "Help, oh, help those who still grope,"

183 Insert mother praying.

184 Villain's sitting room - Insert villains changing - man with tears on cheeks --

185 Insert mother praying with hands clasped.

186 Insert man and wife with heads raised.

187 Title - "Forgive, of forgive."

188 Insert -- wife lays head against husband's breast - embrace.

189 Title - They go to their atonement, etc.

190 Long shot sitting room - man and wife hold out hands.

191 Close view - man and wife holding out hands - Sheriff does not put handcuffs on them.

192 Long shot man and wife exit.

193 Hotel dining room - Darkey comes in all dressed up - dog with him.

194 Close view darkey - talking.

195 Long view - darkey leaving --

196 Insert waiter

197 Close view darkey bowing.

198 Long shot darkey starts to exit.

199 Close view boy and girl at table.

200

THE END.

N 1

THE GREATEST QUESTION

Q 1 Border X A Story of the Strange Meandering River of Life.

remake

Copyright 1919 by D. W. Griffith

2 Border

Story by William Hayes

Photographed by G. W. Bitzer

3

Cast of Characters

Nellie Jarvis, "Little Miss Yes'm" ---------Miss Lillian Gish
Jimmie Hilton ----------Robert Harron
Mrs. Hilton, the mother ----------Eugenie Besserer
Mr. Hilton, the father ----------George Fawcett
John Hilton ----------Ralph Graves
Zeke ----------Tom Wilson
Martin Cain ----------George Nicholls
His wife ----------Josephine Crowell

Note:--Anyone advertising a picture as a Griffith production without the name "Griffith" and trademark "DG" on each film is guilty of fraudulent advertisint.

4

However light or frivolous we may be, all of us rebel at the thought that our high dreams, hopes and loves shall only end in the bitter dust of death.

5

If only one that we have known, who has gone before could return to give a word of hope! For behind the strongest faith, there is a Great Question.

6 Border

From the church, it is two miles to the little valley of Silver Waters.

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7 The peddler's family. remake

8 Nellie Jarvis, the peddler's child.

9 "Yes'm."

10 "Yes'm, I'll go in."

11 In the shadows of the dark woods -- a friendless immigrant girl who trusted too well.

12 Under Passion's lowering clouds -- the terrible deed.

13 The child returns.

14 They treat the child's story as a fignent of her imagination.

15 Ten years later.
Border The home of the Miltons in the same neighborhood.

16 The falterer.
The paralytic father rebellious against hard fortune.

17 Jimmie Milton.

18 Zeke, an old family retainer, troubled with rheumatism.

19 The Mother -- a quiet, but strongly sweet soldier in the battle betwixt Good and Evil.

20 After the passing of the father, Nellie Jarvis, Now grown, and her mother travel alone over the old paths.

The Girl Lillian Gish

21 The sick woman complains of the jolting ~~wagonx~~ of the wagon.

22 "The mother tells her daughter to be polite and never forget to say "Yes'm".

23 "Yes'm."

24 Border A life flowing out to mysterious, uncharted seas.

25 "Mother, talk to me! Mother!"

26 Though in dire poverty -- gifts to the sick.

27 "My mother -- I can't wake her up! Get a doctor, quick!"

28 When the doctor came.

29 "She will never waken, dearie."

30 A pitiful, faltering good bye to the family that has helped her through her tragedy.

31 They decide they can find room for the desolate "Little Miss Mes'm", as they lovingly nickname her.

32 "Yes'm, I'd love to stay."

32-a Idyllic days for her.

33 As long as there is gravy in the bacon pan, tomorrow does not worry Uncle Zeke.

34 "When I get a million of these, I'm going to ~~xxxxxxxxxx~~ get married."

35 John, the Mother's beloved son, her consolation and trust.

36 Border Summer lanes.

37 "I'll tell on you!"

38 "If you do, I'll do it again!"

39 And when she was gone, it was thus that he always remembered her.

40 An innocent frolic --

41 --- except to a hidden lascivious eye.

42 Martin Cain, a neighbor, who little dreams what this same child saw years ago.

43 The father complains bitterly of their poverty and hard ~~xxxx~~ lot.

44 "Let them know it! When we're in the poorhouse they'll all know it."

45 "Missy, I'll hire out. I mustn't be a burden on you any longer."

46 : "No, no -- you stay right here."

47 Their last reliance taken away -- war calls John, the chief support of the family.

48 "I feel I will never see you again." He here

49 "Don't, Mother, Don't! There is something between us NO BULLET can kill!"

Coat + Vest

50 Despite their protest, she goes in search of work.

51 Border The House of Shadows.

52 "No, you wont! I know too much about you!"

53 "Missy, I heard you wanted a hired girl."

54 "Yes'm."

55 "He cut his face with a razor -- poor dear!"

56 "Well, we'll see about it."

57 "Yes'm -- Yes, sir -- I'm strong enough -- feel my muscle."

58 "I'll come just as soon as I can, Missy."

Note - Is it the House of Shadows, or some vague memory that ~~magically~~ strangelystirs her?"

59 Sent to a neighbor's to borrow flour. He takes company.

60 "You haven't paid back what you borrowed before."

61 "Oh, let 'em have a little!"

62 "No, siree! They can't have it!"

63 "We'll get it!"

64 Border The Ghost Story.

65 A fugitive seeks lodgings made safe by superstitious fears.

66 "Keep close, chillun! We's comin' to dat graveyard!"

67 John now on the great blockade.

68 "Verily, I say unto you if a man keep my saying he shall never see death."

John 8 -51

69 The energency.
An enemy destroyer coming out of the fog bank, compels the submarine suddenly to dive.

70 Too late.

71 "John was here, Father."

72 After a period of anxious waiting.

73 "It's my Boy! When did he go?"

Insert Telegram.

74 "How did you know, Mother?"

75 Italics. "Hush, he is nearer to us than ever before!"

76 Despite forbodings, Nellie feels it her duty to accept the place.

77 Again the vague memory whispers.

78 "You don't care for this, do you?"

79 "Flow on, cold rivulet, to the sea,
Thy tribute waves deliver,
But not by thee, my steps shall be;
Forever and forever."

80 Into the citadel of the Evil Legions.

81 A shrine to the Boy, in the garden of those who have found peace.

End Part 3

82 Started on a road of peril between the cruelty of the woman and the base passions of the man.

83 "When I tell you to do something, do it!"

84 "Shut up!"

85 "Yes'n."

85-a "yes'm"?

86 "I might have to use this whip."

87 "Not on me, Missy, I'll be an awful good girl!"

88 Saturday afternoon --

89 -- Jimmie might come.

90 But he was hard at work.

91 That evening.

92 A lonely little girl, and a doll named Jimmie.

93 Though only hatred seems between them, she is possessed of a venomous jealousy.

94 Sunday.

95 Interested in the new oil excitement.

96 He works while the family is away.

97 Afterwards.

98 "Be careful of that plate, young lady!"

99 The Mother's premonition that Nellie is troubled.

100 "Did you break us plate?"

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101 The pitiful, tremulous lie.

End Part four

102 "Premonition nothing! You get the cow in --
Zeke can't go with rheumatism."

Night-conscience-ful
quick

103 Border
Nearer the vague memories -- and clearer.

Has sent
104 She sends them Ten Dollars she ~~has~~ slaved for.

105 The little heart of love, seeing their joy over the pittance she has sent them, goes back to duty.

105-a The return

106 "Missy, I wont lie any more."

107 "Get to work then!"

The last straw the father driven into selling the place

108 "The Lord will provide? Then why don't he start providing?"

Again the sharper

109 "Bring your papers tomorrow and the place is ~~will be~~ yours."

110 "What about me? Ain't no nigger po'house!"

111 "The Lord will provide for you -- ~~same as~~ like he did for us."

112 Assailed by sorrows and doubts, the Mother gropes for the light.

113 So continues the old struggle between Good and Evil.

114 "My Boy - My Boy! Heart! In our sorrow -
Come - prove to us!"

115 "Lord, I believe! Help Thou my unbelief!"

116 "He isn't there -- he is here -- here, in the dust!"

117 "Into the infinite night I cry to Thee!
Answer me! Answer!"

118 "Why, Why hast Thou forsaken me?"

119 "Farewell, until our tomorrow."

120 "Nothing matters now, Mother. Mine eyes
have seen."

121 The morning.
Rebellion stilled in their hearts ---

122 ---beneath their feet where it has always
lain, earthly, material matter ----

123 "That sticky stuff -- makes me sick --
all over the place!"

124 "Why, it's oil!"

125 The Demon's Rushing Wings.

126 "I've known prospects worse than this to be
worth a million!"

127 "I'm going to tell Nellie."

128 "Both of you --- I'll --!"

129 "I know you now!"

130 "She MUST NOT GO! She'll tell!"

131 —"It's everywhere!"

132 And then ----

133 "We don't know enough to get married."

134 "We can wait."

135 At the big hotel.

136 Conscience.

137 "Help, oh help, those who still grope in darkness!"

138 "Forgive, Oh Forgive!"

139 They go to their atonement with a peace they never knew in the shadows.

The End.

Also beginnings and ends of all reels -- seven.

Use to candle light
after invasion disappears.

regular
blue for sub
scenes - all
scenes by sea

all scenes
she leaves hand after
after heating
blue

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Sea card --

John now on the great blockade

Into the Citadel of the Evil Legions

Assailed by sorrows and doubts, the
Mother gropes for the light.

From the church, it is two miles to
the little valley of Silver Waters.

A Story of the Strange Meandering
RIver of Life

Form 1228

Charge to the account of COPY $

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

New York, December 23rd, 1919.

Mr. John Fairbanks,
c/o Douglas Fairbanks Pictures Studios,
Hollywood, Cal.

Had long conference with General Manager yesterday who claims his percentage arrangement was only for first picture of Douglas' STOP That you persuaded him to accept your proposal in lieu of his request of two percent straight because of offer of three hundred thousand for picture STOP Thinks he has demonstrated his qualifications and ability to get results and is entitled to two percent straight STOP Also claims he has opportunity for attractive association which he will accept unless guarantee clause of twelve percent is removed and his compensation fixed at two percent straight and the thirty days cancellation clause on either side be removed STOP He will agree to a cancellation clause based upon the expenditures pertaining to his department exceeding twelve percent over a period of one year providing the Artist delivers at least ten pictures to the corporation within that period STOP I did not know that contract contained provision that either may cancel on thirty days notice STOP Will you take matter up with Douglas and Miss Pickford immediately and wire me your wishes, regards,

DENNIS F. O'BRIEN

CLASS OF SERVICE DESIRED	
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WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

12 GF AS 50

WASHINGTON DC OCT 14 1917

MR. ROBERT HILTON

SILVER WATERS KY

THE BUREAU REGRETS TO INFORM YOU THAT YOUR SON JOHN HILTON SEAMAN USN WAS LOST OVERBOARD FROM THE U S S C H 7 ON OCTOBER TWENTY THIRD BODY NOT RECOVERED ANY FURTHER INFORMATION RECEIVED YOU WILL BE ADVISED THE BUREAU EXTENDS ITS SINCERE SYMPATHY TO YOU IN THE LOSS OF YOUR SON

BUREAU OF NAVIGATION

Title ///

D. W. GRIFFITH

presents

THE GREATEST QUESTION

A Momentous drama of today

A First National Rtraction

Scenes Bob and Ms Miss Gish under apple tree with titles as in picture

"I'll tell on you!"

"If you do, I'll do it again!"

Uncle Zeke's

Title T....

On The Great Blockade

Scene Long shot submarine

Closer view of Boy

Scene where it starts to dive cutting before finish.

Title ..... The mother's prayer.

Scene of mother at table with lighted lamp reading bible.

Title ..... Uncle Zeke

Scene of Darkey and dog fishing.

Title ..... The House of Evil.

Long shot Nicholls grabbing girl with Crowell up through trap door with gun ..

Plain cards

On the Great Blockade

The Mother's prayer

Uncle Zeke

The House of Evil

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ARTHUR R. WALSH
WINFIELD BONYNGE

O'BRIEN, MALEVINSKY & DRISCOLL
LAW OFFICES
FITZGERALD BLDG. TIMES SQUARE
NEW YORK CITY

IN-RE

December 23rd, 1919.

Mr. Albert F. Banzhaf,
#2 Rector Street,
New York City.

My dear Mr. Banzhaf:

Enclosed please find copy of telegram which I have sent to John Fairbanks today. May I suggest that you communicate its contents to Mr. Griffiths?

Yesterday I went to lunch with Mr. Abrams and he is very determined to reach a conclusion immediately about modifying the contract. He claims to have an opportunity that is very attractive to him, which he must either accept or reject within a short time. I did not have a copy of the contract in the office, but last night I received a copy from Mr. Francis McAdoo.

I think that Mr. Burkan, you and I should get together at an early date and canvass this matter. Extending to you the compliments of the season, I am,

DFO'B-B-emc

Sincerely,

Dennis F. O'Brien

NOTE: Mr. ABrams stated that Mr. Griffiths called on him some time prior to his leaving for the South and asked him if he were happy and Mr. Abrams told him that he was not and Mr. Griffiths asked him what would make him happy and he told him he would like to have the original proposal of the Artists carried out. That his compensation should be 2% straight and that his contract should be for a fixed period. Mr. Abrams said that Mr. Griffiths told him that he would attend to the matter.

D.F.O'B

Dec. 23, 1919.

Mr. J. E. Epping,
720 Longacre Building,
New York, N. Y.

Dear Mr. Epping:

I received your telegram of the 22nd and was just preparing to answer it when I received yours of the 23rd, telling me to ignore the first one, as my statement to Blake gives the information you wanted regarding our account with New York office. I am glad to hear this, but am writing to give you a little additional information as to the procedure we are following here, as it may help to prevent misunderstanding in future.

In your first telegram you ask, on what Cash Report we show receipt of our accounts receivable vouchers #929 and 961. These items have not been shown on <u>any</u> Cash Report so far, for the reason that they have not been collected as yet. No. 929 covers some material that we sold to the Fox Vaudeville Co. here, on account, and the second a sale to the Brentwood Film Corporation, also on open account. As you undoubtedly know, since November 15th, when most of our accounts were closed out to you, we have been <u>charging</u> you, on an account named "D. W. Griffith Studio,N.Y.", with all items of expense incurred here other than Laboratory expense, and <u>crediting</u> you with all miscellaneous income other than Laboratory revenue. Therefore, when we sell an article, such as lumber, kindling, or other material, and send the purchaser a bill, we debit him on our books and credit D. W. Griffith Studio, New York. In other words, we credit you when the material is billed, <u>not</u> when it is paid for. If it is a sale for cash, we make out an accounts receivable voucher just the same, crediting you with the amount, and our Cash Report covering that particular week will show the receipt of the cash.

From this you will see that all items credited to New York do not <u>necessarily</u> appear on the Cash Report for the same week. Through oversight, we did not send you a copy of each individual accounts receivable voucher between November 15th and December 6th, but some days ago I sent you a list of all such vouchers entered (as per enclosed copy), and beginning with December 6th we are sending you exact copies of all of these vouchers, as issued and entered on our books, so that you can charge same to us. Each will bear a notation stating that the amount has been credited to New York. When we receive payment, of course we debit Cash and credit the customer, which transaction will be shown on our Cash Report for that week.

#2 (Mr. Epping)

In the case of purely cash items (such as the $10,000 check you sent us on November 12th), those are shown only on the Cash Report, no voucher being made out. For instance, our Cash Report #106, for the week ending November 22nd, showed that we received this $10,000 on November 22nd, and that it was credited to

"Acc.Rec.-.D. W. Griffith Studio, N.Y. On account."

Therefore, it certainly was one of various debit and credit items that went to make up the debit balance against New York as shown by our trial balance of December 6th.

From this you will see that, in attempting to reconcile your books with ours, you should disregard the Cash Reports entirely, except as regards strictly cash items--that is, where we receive cash and credit it to you or disburse cash and charge it to you. All other debits and credits will be covered by vouchers,-i.e., bills either against you direct, or against an outside party and credited to you,-and by journal entries. Copies of all such vouchers and journal entries are sent to you, the vouchers on the day they are entered on our books and the journal entries with our complete weekly reports, sent as early as possible after the end of the week covered.

If I can supply you with additional information regarding our handling of these various items I will be glad to do so.

Very truly yours,

D. W. GRIFFITH STUDIO,

Manager.

P. S.

I notice that on the statement I sent Mr. Blake on Dec. 15th, and possibly also on the one I sent you a few days later, some of the references may not be entirely clear. For instance, these items (debits) are shown as "a/c #918," and so on--these should have read "ARV#918," (Accts.Receivable Voucher #918), and so on, and the credit items the same way. The debit item of Nov.22, "Cash 141" should have read"Cash Report #106", which would have enabled you to locate it easily. In posting this item to our individual ledger, the reference was given to the page of our Cash Disbursements register, instead of to Cash Report #106, as it should.

ALBERT L. GREY
GENERAL MANAGER

TELEPHONES:
BRYANT 6761-6762

ROBERT EDGAR LONG
GENERAL PRESS REPRESENTATIVE

D.W. GRIFFITH'S
SUPREME TRIUMPH
HEARTS
OF THE
WORLD
A ROMANCE OF
THE GREAT
WAR

GENERAL OFFICES
720 LONGACRE BUILDING,
NEW YORK.

Dec. 23 1919.

Mr. A. H. T. Banzhaf,
#2 Rector St.,
New York.

Dear Mr. Banzhaf:

Enclosed please find deed of our house at La Grange Kentucky. Please have deed drawn up made out to Woodson A. Oglesby and Jennie B. Oglesby, terms of payment are - purchase price $5000.00, first payment $3000, notes for balance.

Yours very truly,

Albert L. Grey

ALG/W

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

COUNTER No.

TIME FILED M.

TELEGRAM

CHECK Prepaid

The Postal Telegraph Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank

2L 15819

DESIGN PATENT No. 40529

Send the following message, without repeating, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.

HOLLYWOOD 2893 HOLLYWOOD HOME 579693

1646 CAHUENGA AVE.

Dec. 23, 1919.

Mr. J. C. Epping,
720 Longacre Building,
New York, N. Y.

Amounts covered by accounts receivable vouchers number nine twenty nine and nine sixty one not shown on any cash receipts statement, because they have not yet been paid. You are mistaken in saying statement I sent you mentioned these were reported in cash report November with all items revenue other than laboratory revenue, twenty ninth. Stop. We credit you when invoices are rendered, not when paid. Stop. Ten Thousand dollar check was credited to Griffith Studio, New York, on November twentieth, as shown by cash report number one hundred six of November twenty second. Certainly it ~~Stop Yes~~, [redacted] is one of various items going to make up debit balance against New York per our trial balance December sixth. ~~Exkkx~~

Not ant

EXECUTED IN DUPLICATE

DUPLICATE (For Purchaser)

City Mohawk County Herkimer State N.Y.

BURROUGHS ADDING MACHINE COMPANY

Date Dec. 23rd 191 9

Please enter my/our order for One BURROUGHS MACHINE; STAND REQUIRED High

Style 220 (43) Shuttle Carriage (13) Electric Motor (115) 110 - A.C. No.

which you agree to deliver to my/our address, transportation charges prepaid, for which I/we agree to pay you in U. S. Gold Coin or its equivalent on terms designated below:

Six Hundred & Thirty 00/100 Dollars, ($630.00)

Payable as follows:—

Cash with Order, $

Balance, $ 630 { 30 Days Net / ~~In Four Equal Monthly Payments with Interest~~ } Cross off one of these options

This order takes the place of the one given a few days ago for 320 - Celestine

If total amount is paid with order, or within 10 days of invoice, a discount of two per cent on cash involved to be allowed. From and after the expiration of 30 days, interest to be charged, at legal rate, on any unpaid balance.

I/We agree to honor drafts covering deferred payments, to be deposited through 2% 10 days

The following conditions are agreed to:

That should there be any failure to pay draft or other demand for cash payment or for deferred payments when due, the entire unpaid balance shall at once become due and payable. In default of any payment, you or your agent may, at your option, take possession of and remove said adding machine without legal process; and, in such case, all payments theretofore made by the undersigned on account of this order shall be deemed and considered as having been made for the use of said adding machine during the time the same remained in the possession of the undersigned purchaser, and shall be retained and kept by you as such payment for rental and as liquidated damages; that the purchaser herein for himself and his successors in interest hereby waives, so far as is consistent with Public Policy, the benefits of any statutes of this State, that may conflict with the conditions of this order and any causes of action thereby given.

That the purchaser assumes the risk of loss or damage to said adding machine after delivery. That this order shall not be countermanded.

That the Burroughs Adding Machine Company does not relinquish its title to said adding machine and that the title shall not pass to the undersigned purchaser until the purchase price, note, other instrument, or any judgment for the same is paid in full and that until such payment said adding machine shall be and remain the property of the Burroughs Adding Machine Company.

It being the spirit of the Guaranty to give each customer a perfect machine, it is understood that the Burroughs Machine during the first year after delivery to us shall, for the purpose of insuring that it is a perfect machine, be inspected and maintained in proper working order by the Burroughs Adding Machine Company without charge, ribbons and damage by fire, accident or abuse excepted.

This contract covers all agreements, expressed or implied, between the undersigned purchaser and the Burroughs Adding Machine Company. Subject to the approval of said Company at its executive office.

The undersigned hereby acknowledges receipt of a full true and complete copy of this instrument.

Witness H. L. Lagan

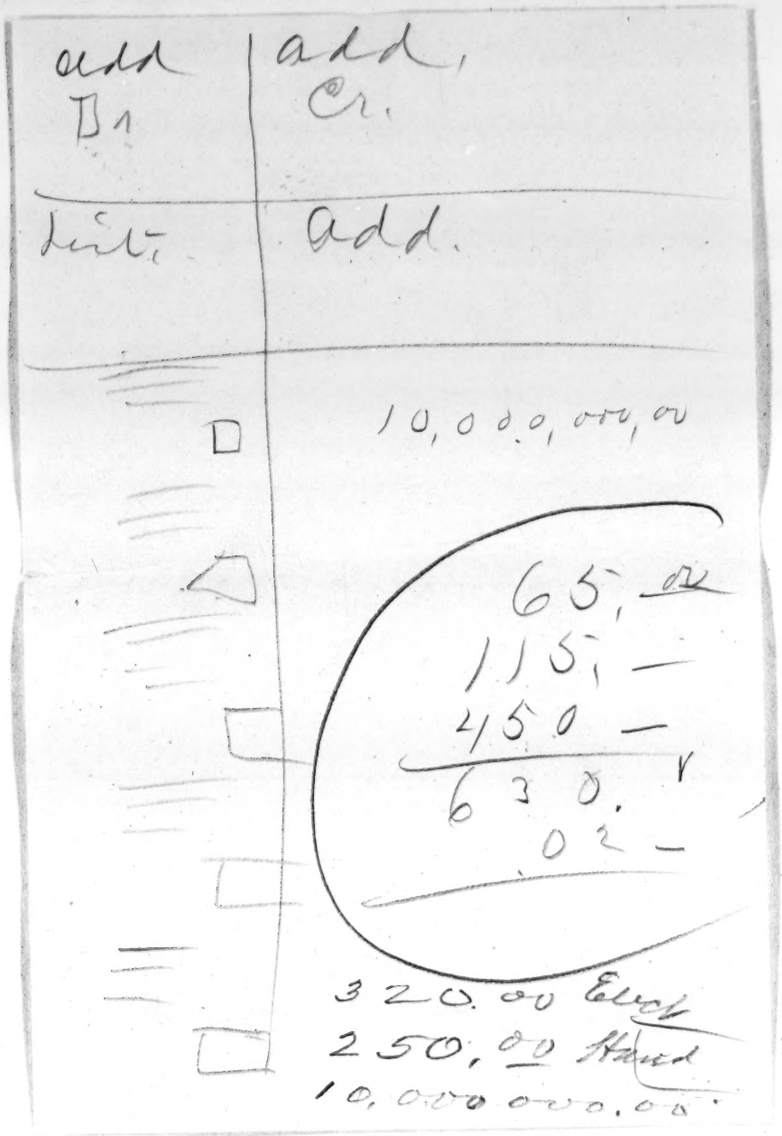
Witness

Sign Here L. W. Griffith Atty

Firm Name

By J. H. Clarke **Title** Mgr.

MAKE ALL REMITTANCES PAYABLE TO THE BURROUGHS ADDING MACHINE COMPANY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EXECUTED IN DUPLICATE

DUPLICATE (For Purchaser) City Mamaroneck County Westchester State N.Y.

BURROUGHS ADDING MACHINE COMPANY

Date Dec 15 191 9

Please enter my/our order for One BURROUGHS MACHINE. STAND REQUIRED High

Style 320 Selective Elmic. No.

which you agree to deliver to my/our address, transportation charges prepaid, for which I/we agree to pay you in U. S. Gold Coin or its equivalent on terms designated below:

Nine Hundred & Sixty-Five W/ W Dollars, ($ 365 W/ W)

Payable as follows:—

Cash with Order, $

Balance, $ { 30 Days Net / In Four Equal Monthly Payments with Interest } Cross off one of these options

If total amount is paid with order, or within 10 days of invoice, a discount of two per cent on cash involved to be allowed. From and after the expiration of 30 days, interest to be charged, at legal rate, on any unpaid balance.

I/We agree to honor drafts covering deferred payments, to be deposited through

The following conditions are agreed to:

That should there be any failure to pay draft or other demand for cash payment or for deferred payments when due, the entire unpaid balance shall at once become due and payable. In default of any payment, you or your agent may, at your option, take possession of and remove said adding machine without legal process; and, in such case, all payments theretofore made by the undersigned on account of this order shall be deemed and considered as having been made for the use of said adding machine during the time the same remained in the possession of the undersigned purchaser, and shall be retained and kept by you as such payment for rental and as liquidated damages; that the purchaser herein for himself and his successors in interest hereby waives, so far as is consistent with Public Policy, the benefits of any statutes of this State, that may conflict with the conditions of this order and any causes of action thereby given.

That the purchaser assumes the risk of loss or damage to said adding machine after delivery. That this order shall not be countermanded.

That the Burroughs Adding Machine Company does not relinquish its title to said adding machine and that the title shall not pass to the undersigned purchaser until the purchase price, note, other instrument, or any judgment for the same is paid in full and that until such payment said adding machine shall be and remain the property of the Burroughs Adding Machine Company.

It being the spirit of the Guaranty to give each customer a perfect machine, it is understood that the Burroughs Machine during the first year after delivery to us shall, for the purpose of insuring that it is a perfect machine, be inspected and maintained in proper working order by the Burroughs Adding Machine Company without charge, ribbons and damage by fire, accident or abuse excepted.

This contract covers all agreements, expressed or implied, between the undersigned purchaser and the Burroughs Adding Machine Company. Subject to the approval of said Company at its executive office.

The undersigned hereby acknowledges receipt of a full true and complete copy of this instrument.

Witness [illegible]

Witness

Sign Here [illegible] Firm Name

By [illegible] **Title** [illegible]

MAKE ALL REMITTANCES PAYABLE TO THE BURROUGHS ADDING MACHINE COMPANY

COURTESY OF WILLIAM H. CRAWFORD MUSEUM OF BURROUGHS TYPE MACHINES

D10694

NEGOTIABLE INSTRUMENT

Schedule of Payments

$48.00	PAID DEC 30 919	One month after date.
$48.00	PAID JAN 21 1920	Two months after date.
$48.00	PAID FEB 28 1920	Three months after date.
$48.00	PAID MAR 2 1920	Four months after date.
$48.00	PAID MAY 4 1920	Five months after date.
$48.00	PAID MAY 26 1920	Six months after date.
$48.00	PAID JUN 2 0 1920	Seven months after date.
$48.00	PAID JUL 2 8 1920	Eight months after date.
$48.00	PAID [illegible]	Nine months after date.
$48.00		Ten months after date.
$48.00	PAID OCT [illegible]	Eleven months after date.
$48.00	PAID NOV 24 [illegible]	Twelve months after date.

$576.00 Manhasset L.I. N.Y. Nov. 26 1919.
(City and State) Date

For value received, I promise to pay to the order of

Chas. H. Eccles

Five hundred and seventy six DOLLARS

at the time or times stated in the Schedule of Payments hereon at the office of
Continental Guaranty Corporation, 248 Madison Avenue, New York, N. Y.
with interest on each installment after its maturity at the highest lawful rate.

If any instalment of this note is not paid at the time and place specified herein, the entire amount unpaid shall be due and payable forthwith at the election of the holder of the note.

And I hereby authorize, irrevocably, any attorney-at-law to appear for me in any court of record in the United States, and waive the issue and service of process and confess a judgment against me in favor of the holder hereof, for such amount as may appear to be unpaid hereon, together with costs and 15 per cent. of the amount due hereon as attorney's fees, and to release all errors and waive all right of appeal.

And I hereby waive all benefit of valuation, appraisement and exemption laws.

This note is given covering deferred installments under conditional sale contract for a Motor Vehicle.

CONTINENTAL GUARANTY CORPORATION

X P A W Griffith Maker

(Official Title)

"We, and each and all of the undersigned endorsers, au-
orize the makers hereof without notice to us or either
us to obtain an extension or extensions in time for
e payment of this note, or any part thereof; and we
hereby waive presentment for payment, demand, protest
d notice of protest and non-payment," and we agree
at in case of non-payment of principal or interest when
e, suit may be brought by the holder of this note against
y one or all of us, at the option of said holder, whether
ch suit has been commenced against the maker or not
d that in any such suit, the maker may be joined with
e or more or all of us, at the option of the holder.

Chas. H. Eccles

(Official Title)

PAY TO THE ORDER OF
METROPOLITAN TRUST CO. OF THE
CITY OF NEW YORK
CONTINENTAL GUARANTY CORPORATION
BY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

December 24th 1919.

Mr. Crawford,
c/o Charles Field Griffen Co.,
11 East 42nd Street,
New York City.

Dear Sir:

The undersigned hereby agrees to purchase all your property consisting of thirty-two (32) acres more or less, situated in Orienta Point, Mamaroneck, N.Y. having a frontage on Orienta Avenue between the Constable and the Williams parcel and running back on lines approximately perpendicular to Orienta Avenue to the inlet bounding the rear thereof, and will pay you therefor the sum of Sixty thousand ($60,000.) Dollars as follows:

Seventy-five hundred ($7500) in cash and the balance thereof in a mortgage. Ten thousand ($10,000) being due six months from the date of taking title and Tenthousand ($10,000.) annually thereafter for three years, the fourth year $12,500; said mortgage is to contain release clauses as to portions of the said property after the second installment of Ten thousand ($10,000) Dollars is paid on account of said mortgage, mortgage to bear Five (5%) percent interest.

It is also understood and agreed that upon the signing of the contract to purchase the undersigned is to have the right to immediately enter upon the premises to erect and maintain or cause to be erected and maintained electric light poles for the purpose of carrying wire for light and power along a line six feet distant from the Constable and the Greacen property adjacent to said premises, you to forthwith cause the contract to be prepared for the purchase of said premises.

Very truly yours,

D.W.G. CORPORATION,

By

_____
President.

AHTB/GD

December 24, 1919.

Mr. A. L. Grey,
720 Longacre Building,
New York, N. Y.

My dear Mr. Grey:-

According to the agreement that Mr. Griffith entered into with Joe Aller nearly two years ago, Joe was to have the privilege of taking in outside developing of negatives and printing of sample prints, and on one or two occasions, by special arrangement, we took in releases. This contract expired in February a year ago, but by mutual consent its terms and conditions have been adhered to by both Mr. Griffith and Aller.

For a long time the commercial work did not amount to a great deal, but gradually we built up this work more and more until, for the past six months, the commercial work which the Laboratory did has been a source of considerable revenue. Inasmuch as we did not have a release every week, it would have been a difficult matter to have maintained sufficient laboratory help to take care of releases, unless we could keep the working force busy during the intervals. The expense of carrying the payroll with nothing but negative and sample print work of our own to take care of would have been too great; at the same time, we needed the additional help in order to get out the releases when Mr. Griffith delivered his negatives.

Since Mr. Griffith went East the revenue from the Laboratory has been our only source of income, and had it not been for this income the Eastern office would have been obliged to finance this office at the rate of approximately $2500 per week for the purpose of holding the Laboratory force together until Mr. Griffith's negatives should arrive. Aller's commission on this outside work is only 5%, and to a large extent the commercial work has been handled nights and Sundays, except where there was no other work to be done during the day time. Inasmuch as Mr. Griffith gave his consent to handle this outside work, he became liable for the careful handling of the negatives belonging to other people while they were in our possession.

As you know, the principal outside release that we have handled was the first United Artists-Douglas Fairbanks

picture, which, when finally completed, will net a profit to Mr. Griffith amounting to from $5000 to $6000. Unfortunately, Mr. Griffith's release and the Fairbanks release arrived at almost the same time.

Aller had already purchased two Bell & Howell printers which he intended to install after we removed our machines. We had four machines of our own, and Joe agreed to install his two machines at once and increase the number of employees in order to make the capacity of the laboratory sufficient to get out the two releases.

This work was finished a few days ago, and Joe now has a Mary Pickford release (a 6-reel picture, 150 copies), to be gotten out immediately after January 1st, and he asked me if I would consent to permit our Bell & Howell printers to remain installed until after he finished this Pickford release, which will probably be about January 12th or 15th. According to letters I had received from Mr. Epping and from other friends at the New York studio, I understood that the new laboratory was far from completed and would not be ready for occupancy much before March or possibly later than that, and it therefore appeared to me that Aller's request was a very reasonable one and I did not hesitate to agree, because, even though Joe is not continuing with Mr. Griffith, Mr. Griffith personally understands the reason, if you don't. I don't care to go into this in a letter, as it is really none of my business, but sometime when I am talking with you if you care to know I can perhaps throw a little additional light on Joe's reason for withdrawing from the organization.

Aller had already gone over the laboratory matter with me in its various phases, in an effort to properly check up our differences on January 1st, and the poor fellow has been worrying considerably at the apparent difficulty that would present itself when making the change, because it would so interfere with work in process and the proper settlement would be so difficult to determine, not on the amount of equipment, but on the division of the revenue from work then in process.

We found that the old system of developing and washing film on drums did not give the laboratory the capacity that was required, and it also required a greater number of employees. Many of the old washing tanks were becoming rotted and decayed, and about a year ago we converted the equipment by installing developing racks instead of drums. The drums were removed and are still here, but the tanks themselves were, in many instances, in such poor condition that they were no longer serviceable. We are accordingly obliged to leave the laboratory in as good working condition as when we received it, and in fact, to-day I am in receipt of a communication from the Triangle restraining me from removing any equipment until the same shall have been properly checked over by their representative

and myself.

Another matter should be mentioned, and that is that Joe has had made certain pieces of labor-saving equipment, namely, a waxing machine and a film polishing machine. These two items were made entirely at the expense of the Stuio and, of course, belong to Mr. Griffith.

There was another piece of equipment, however, that Joe has made largely at his own expense, involving between $500 and $600. This is a light testing machine which automatically gives eight or ten different densities of light on any one scene, thus affecting a great saving in positive film for making tests, as well as in labor for the same purpose. He showed me receipted bills covering the cost of this; besides, I know for a certainty that it did not go through the studio accounts. There was some work done by studio employees, such as building a table for the reception of this machine, but the amount was trivial, as Joe engaged an outside mechanic and draughtsman at his own expense for the bulk of the work. I spoke to Joe about this and he stated that he would be willing to supply us with a duplicate of this machine for our own use in New York. Of course, we will have to pay for this extra machine, but the cost will be nothing like that of the original one.

Now, in regard to the attitude which Fox has displayed: Of course, since wiring you on Monday, I have your letter and that of Mr. Epping', and neither of them seem to me to imply that he is to proceed in a cold-blooded manner with the plan that he professes to have been instructed to pursue, such as ripping out everything not belonging to Triangle and disregarding equipment belonging to Joe. He comes here, and without any reason, puts his fist in Joe's face and tells him he "has his number," that he knows him to be a crook, and so on. Of course, Joe bristled up and refused to deal with him, referring him to me. He gave Joe to understand that his authority was superior to mine, and on coming to me with the matter I, of course, not having had any instructions from you and expecting that undoubtedly such instructions would come sooner or later, told him I was Manager here and that I proposed to finish the work that I had been left to finish, namely, the selling of the equipment on the "Big Lot", settling up with Triangle and with Joe, as per suggestions and instructions outlined by Mr. Banzhaf on his visit here. On my referring to Mr. Banzhaf, he said "Banzhaf hasn't a damned thing to say in regard to matters out here." He assumed a very offensive and arrogant air, telling me that regardless of what I expected to do he had his instructions and nothing I could say or do would prevent him from carrying them out.

This is so wholly unlike any dealings I have ever had with you or Mr. Griffith or Mr. Banzhaf, that I can't help feeling it is someone else's work. I have a good idea and when I see you will be glad to talk about it, but certainly Mr.Griffith does not want to be a party in following out a plan of settlement

such as Fox proposes to follow. It would disrupt the laboratory and cause great and unnecessary hardship on Joe, who is putting all the money he has in the world into this business, and there is absolutely no sense in disregarding the rights of others in this case. So far as the financial differences between he and I are concerned, all he wants is what is due him and you may be sure that he and I can turn over to Griffith everything that was purchased by him and which we don't have to give to the Triangle in replacement of tanks and other equipment which we have worn out and which we are obligated to replace. Furthermore, Mr. Griffith's interests are absolutely safeguarded by Price, Waterhouse & Co's. audits, in case there should be any question as to my actions in the matter.

So far as assistance in removing equipment and shipping it is concerned, I have a very competent foreman who superintended the loading of the equipment already shipped to New York and is perfectly capable of superintending the loading and shipping of any additional equipment or apparatus that is to be shipped. This sending Fox out here to check up looks to me like the smallest piece of work, from a business standpoint that I have ever known of in my experience with the Griffith organization. Invoices themselves show ownership of equipment. We have the Triangle's inventory that we signed when we entered the premises and which we are bound to deliver back to them. Of course, now that Fox is out here and comes on your instructions, I can make use of him if you care to leave him here, but it is a useless expense and an a continual sensation of annoyance having him around.

This is a long letter, but I felt that if you knew the conditions you would agree with me that all this unpleasantness on Fox's part is entirely uncalled for and unecessary. Besides, he would be of far more service and value driving nails at the new studio than he is strutting around here, interfering with business and attempting to display his importance.

Very sincerely yours,

ECB/W

Pasadena Calif.
Dec 26. 1915

Mr Albert H. Bayhof
2 Rector St.
New York City

Dear Sir.

Enclosed you will find my ten Work certificates mailed in your care. That dividend may be endorsed on same and returned to me.

Mail dividend check and certificates to me at Pasadena 1080 N. Marengo Ave.

Thanking you for your attention to this matter.

I am sincerely.

Lewis J. Hampton.

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

December 27th 1919.

Mr. J.C. Epping,
1476 Broadway,
New York City.

Dear Mr. Epping:

Beg to advise that Edward Steinam, owner of two shares of the Wark Producing Corporation and two certificates of indebtedness has sold and transferred the same to Percy Stewart of 52 William Street, and that therefore when the two certificates of indebtedness are delivered to you for the next payment on account with premium and interest the check should be made out in the name of Percy Stewart as holder and new owner of said certificates when the same are delivered for payment, and his name should be added to your list of stockholders and certificate holders, and Steinams erased.

Very truly yours,

Albert H. Banzhaf

AHTB/GD

BRENTWOOD FILM CORPORATION
4811 FOUNTAIN AVENUE
LOS ANGELES, CAL.

Dec. 29,
1 9 1 9

D. W. Griffith Studio,
4500 Sunset Blvd.,
Los Angeles, Cal.

Gentlemen:-

In reply to your favor of the 20th inst., beg to state we have been expecting a statement covering the item of slabs purchased from your Company.

As for the other items, your Mr. Branch is preparing an itemized list for us to compare with our own, so we may reach a settlement for material received to date, however we have still a larger amount of materials yet to be delivered which you have further use for in protecting your materials.

Thanking you kindly in advance,

Very truly yours,

BRENTWOOD FILM CORPORATION.

C. R. Kendall

Asst. Mgr.

CRK/JM

December 29th 1919.

Mr. Nathan Burkan,
1451 Broadway,
New York City.

Dear Mr. Burkan:

I enclose herewith copy of "The Bonnie Briar Bush" which you so kindly submitted for our consideration, and beg to advise that Mr. Griffith's scenario department could not handle this story at present.

Thanking you again for submitting the same to us, I remain with best wishes for the New Year,

Sincerely yours,

P.S. I expect our friend back this week and would therefore like to see you either tomorrow or Wednesday at an hour which may be convenient for you.

A.H.T.B.

AHTB/GD
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

12/29/19

dipping

N.Y. reviews of

"The Greatest Question"

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

HENRY
ROMEIKE, Inc.
(ORIGINAL)
106-110 SEVENTH AVE.
NEW YORK
ESTABLISHED 1881

From Herald
New York City

Spiritualism on Screen.

"The Greatest Question," one of David W. Griffiths' productions, with Miss Lillian Gish and Robert Harron as co-stars, held interest as the feature at the Strand Theatre. It is a development of a psychic drama, in which spiritualism enters into the lives of the Hilton family and to a great extent troubles their existence until the question whether life in this world concerns the soul after death is answered to their satisfaction. Miss Gish as Nellie Jones affords the comedy element as the member of the family who looks on life as the time to be happy.

"Babes in Toyland" was the overture by the orchestra, and the Criterion Quartet sang glees. Herman Severly, 'cellist, and Ralph Brigham, organist, were the soloists.

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To see oursel's as ithers see us."

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From EVENING SUN

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Griffith Picture at Strand.

The feature picture at the Strand Theatre this week is not up to the usual Strand standard. Lillian Gish as the heroine of "The Greatest Question" is as clever as she always is, but the picture offers her little opportunity. The production is by David Griffith.

The rest of the bill is, however, of the usual high class type presented at this popular picture house. The music at the Strand is always good and yesterday a particularly effective rendering of Victor Herbert's "Babes in Toyland" received enthusiastic applause from the audience. A charming scenic picture of the Netherlands, an unusually interesting topical review, an excellent rendition of "The Lost Chord" by the Criterion Quartet and an organ solo make up the rest of the programme.

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ON THE SCREEN.

By AILISON SMITH.

The persistent rumor that D. W. Griffith had produced a "great play" about spiritism is not confirmed by "The Great Question" which is shown at the Strand this week. It is true that there are intimations in the film of an attempt to approach this question which has never been more absorbing or poignant than it is to-day. But these vague intentions die away into very material melodrama and we are left with the feeling that there are more things in heaven and earth than are dreamed of in the scenario writer's philisophy.

So, in spite of the title, there is slight reference to the great question of life after death. The reappearance of a son, killed in war, to his frantic mother is the only touch of this kind. This apparition is not convincing and is probably not intended to convince any one but the sorrowing mother. You are permitted to feel that it may be only an hallucination of her grief-crazed brain. Yet, like "Mr. Sludge, the medium," you may also hold the thought that "there might be something in it after all."

For the rest, it is a conventional story of the shadows and highlights in the life of a little orphan Annie, played with the characteristic charm and pathos of Lillian Gish. She is a combination of "Trueheart Susie" and the child of "Broken Blossoms," and true to form, is beaten and abused in a most deplorable manner until she is restored to the arms of her country lover, delightfully played by Robert Harron. A murder, a submarine chase, and the discovery of oil on the farm are part of the excitement added to keep the plot from dragging. But even these thrills are not enough to cheer up an audience which fails to find hilarious joy in graveyard and death-bed scenes.

As usual the cast is practically perfect—and in this case worthy of a better scenario. George Fawsett, as a rebellious paralytic; Josephine Crowell, as a fawning old murderess, and George Nichols as her sinsiter partner, give three restrained and realistic pictures. There are also several really inspired scenes as a result of the Bitzer photography and true Griffith direction. The "ghost scene" in which two terrified children and a darkey fly from a tramp in a graveyard, is one of these. Altogether, it is a picture worth seeing. But the "great Griffith film on spiritism" is yet to come.

A Prizma scenic and "Babes in Toyland" as an overture are also on the programme.

49 Griffith

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From Morning Telegraph
New York City

GHOSTS WALK IN STRAND PICTURE

"The Greatest Question," a D. W. Griffith Production, Deals With the Occult.

PLAYED BY A GOOD CAST

Lillian Gish, Eugenie Besserer and Robert Harron Are Notable Players in Film.

By AGNES SMITH.

D. W. Griffith's newest picture, "The Greatest Question," is being shown at the Strand this week. In it Mr. Griffith delves into the great swamp of spiritualism that scientists are trying to clear up. Unfortunately for the picture, Mr. Griffith brings in a lot of other elements that weaken the force of the plot. We wish he had made a really great picture about spiritualism, for there are some inspiring elements in "The Greatest Question" that show what he might do if he tried.

Just as an example of sheer motion picture artistry of detail, the picture is decidedly worth seeing. Scene by scene it is wonderfully beautiful. And it is filled with the inimitable Griffith touches. No one can film such exquisite close-ups and no one can so truly present youthful romance.

The Boy Returns.

Quite the best parts of the picture are the scenes between the mother and the boy who is lost in the war. The boy appears to her once when he dies, swept from the deck of a submarine, and another time when her faith is wavering. These two scenes are among the finest that Griffith has ever directed.

The rest of the story concerns a little girl—a waif— who is "hired girl" for the most sinister couple that the screen has ever seen. Early in her childhood she had seen them murder a girl and bury her body. In the climax, when she faces the same fate, the memory comes back to her and she turns on the murderers.

The scene of the story is laid in the South in a typical Griffith setting and the picture is a strange mixture of the occult, of simple faith, of innocence, of sordid cruelty and lust and of a little bit of plain ordinary film melodrama. And, somehow or other, it just misses being one of the greatest pictures that Griffith has made.

Lillian Gish Scores.

The players do some rare acting. In spite of the fact that Lillian Gish plays what is now a familiar role for her, she gives a remarkable performance. Eugenie Besserer, as the mother, shows us acting of a high standard, while Josephine Crowell and George Nichols are seen as the "legions of evil." Robert Harron is delightful in another typical Harron role. The Strand has given "The Greatest Question" a splendid musical setting.

There is no comedy this week at the Strand, but there is an entertaining topical review. A particularly interesting section of it is given over to pictures of an Armistice Day celebration in India. It was filmed by Kinograms. Then there are some good closeups of notables now in the limelight. A short scenic called "Children of the Netherlands" is delightful.

The Strand orchestra, under Carl Eduardo, plays Victor Herbert's "Babes in Toyland" as a concession to the holiday season and a quartette sings "The Lost Chord."

his handiwork is intensive and it seems as if there is not one unnecessary scene. The strain of moralizing is scarcely pronounced enough to interfere with the enjoyment of the production. His choice of character in the cast is unerring and he has used the medium of marked contrast to intensify the fiendishness of the sinister figures and to enhance the virtues of his heroes. There is a dim echo of the great war where one of the youths goes down at sea in a submarine. A touch of the supernatural is worked into the story where the boy's ghost is seen by his mother at the moment of his death.

There is surely no one who gives a more perfect or pathetic presentation of the abused and whimiscal child than Lillian Gish, who does fine work as Nellie Jarvis. She is the daughter of a peddler who roams the countryside in a caravan. When her parents die she is taken into the home of the kind-hearted Hiltons, who call her "Little Miss Yes'm," because of her constant use of the phrase. Eugenie Besserer is one of the striking characters in the cast as Mrs. Hilton. Ralph Graves plays the part of John Hilton, the young son who goes to war and is drowned. Robert Harron is Jimmie Hilton, an attractive but casual young bumpkin who loves Nellie.

When extreme poverty strikes at the roots of the home life of the Hiltons, Nellie decided to "hire out" as a maid. She is engaged by Mr. and Mrs. Scrubble. Between the tyranny and bad temper of Mrs. Scrubble (Josephine Crowell) and the passion of Mr. Scrubble (George Nichols), poor little Nellie has a miserable life. Envy and passion are shown in all their hideousness as Mrs. Scrubble hangs over the girl's bed and purposes killing her in her sleep. The climax is reached when her ferocious husband pursues the girl to a garret in the house. She is only saved from his clutches by the intervention of the jealous wife.

Retribution comes swiftly to the pair, for Nellie suddenly recalls an incident of her childhood, when she saw them murder and bury a girl in a nearby wood. They are conventionally clamped in manacles at the end of the picture, but they are supposed to be spiritually penitent before their arrest is consummated. Their sudden regeneration is the least convincing thing in the picture, for they are painted as such an inhuman and horrible pair that they are almost Dickensian in their villainy. While justice is being meted out to the wicked, the worthy Hiltons find good fortune, wealth and happiness.

The story is really founded on the old melodramatic theme of the bad being punished and the good rewarded, but the picture is so full of gripping moments and the acting is so excellent throughout that its platitudinous phases are forgotten.

The overture is Victor Herbert's "Babes in Toyland," with Carl Eduarde conducting the orchestra. There is a colored scenic of the children of the Netherlands. The usual Strand Topical Review is run off and the Criterion Quartette sings three times a day.

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NEW YORK
ESTABLISHED 1881
From Times
New York City

THE SCREEN

D. W. Griffith has said that it is his ambition to put humanity on the screen, and his last several pictures, though colored vividly with melodrama, have shown characters seeking to live as real people with more than a little success If, in some instances, through emphasis of this or that trait, they have become stock types, rather than true human beings, for the most part they have had the kinship with humanity, and them have been genuinely life- 's latest production, "Th- ion," which is Mr. Griffit ving f tude, in h ters at least, and agai successful to a degree, with Lillian Gish, George Fawcett, Besserer, Robert Harron, Ge Nichols, Josephine Crowell and Tom Wilson in the principal parts. Despite the exaggeration and artificiality apparent in each characterization, one recognizes something familiar in every one of them,

They are not all lovely, by any means. Mr. Griffith has been compared to Dickens, and he is like Dickens at least in the firmness, almost fierceness, with which he presents the ugly and repellent as well as the attractive. And, if he is seeking to make a picture a cross-section of life, must he not include brutality, viciousness, selfishness and the like, as well as gentleness, virtue and love? The question, of course, is in what measure and manner the frightful and repulsive shall be shown, and on the subject opinions will differ according to individual ideas of art or thickness of skin.

Photographically, Mr. Griffith's latest work is excellent. Some of his night scenes, especially, are about the best of their kind ever seen on the screen. Considerable credit for this should go to G. W. Bitzer, the Griffith cameraman.

The failure of the film is in the answer it offers to "the greatest question," that of human survival after death. Mr. Griffith apparently has been dipping into psychical research, but only dipping timidly. He does not face the question squarely and answer it clearly one way or the other. The subject of survival comes into his story only twice briefly and each time in such a way as to leave the question answered. Once a youth appears to his mother at the moment of his death far away, and subsequently the dead boy stands before her and his father when she appeals to him for a sign of his continued existence. The woman and her husband are convinced, but the first case might be explained as telepathy or coincidence and the second appearance may have been a hallucination. Neither is real evidence of survival. The photoplay should have testified boldly to the fact of survival, denied it unqualifiedly, or admitted its uncertainty. As it stands, it ought to satisfy both those who want to believe in survival, and those who don't, but it contributes nothing to the solution of "the greatest question."

The story of the photoplay is relatively unimportant, as Mr. Griffith, no doubt, meant it to be. It is concerned principally with an orphaned girl thrown upon a poor farmer's family from whose kindly shelter she is drawn into the power of a man and a woman as utterly abhorrent as may be imagined. After a melodramatic sequence of events, at the climax of which the good farmer finds faith in God and oil in his ground apparently in the relation of cause to effect, everything is as it should be in the best regulated stories.

Attractive on the Strand bill, even with a Griffith film, is a color scenic entitled, "Children of the Netherlands."

It took Douglas Fairbanks, his director, scenarist, or somebody on his staff, to discover the really comic possibilities of a flood. His latest picture, "When the Clouds Roll By," at the Rivoli this week, is brought to a rushing conclusi- by the breaking of a big dam, and the final scenes Daniel Boone Bro hero, and Lucette Bancroft, heroi- ing on the ro- e. A minist and soon

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FLOOD OF THRILLS IN MOVIE OF A DELUGE

Fairbanks Performs Startling Feats in New Production at the Rivoli.

STRONG PLAY AT STRAND

Another Arctic Story Told at the Capitol—"Forbidden" at the Broadway.

There are thrills galore — in fact, enough to satisfy even the riotous Douglas Fairbanks—in his latest picture, "When the Clouds Roll By," at the Rivoli this week, for it can truly be said there is a flood of thrills. Indeed, in addition to Fairbanks's gymnastic and gyrating smile, his second film for United Artists virtually features a flood and the story is swept along on it.

This time Fairbanks has abandoned the dry stretches of the desert, where so often he has frolicked, and immersed himself in action in a very damp tale. There is a realistic bursting of a dam, and when the train on which the hero and heroine are travelling is swept away by the torrent, Fairbanks, as *Daniel Boone Brown*, performs prodigies of valor gathering up all the stray passengers, but finally comes to roost in a tree without having been able to do the honors in rescuing his *Lucette*.

Presently this young woman—charmingly portrayed by Kathleen Clifford—rides past on an unhitched roof. *Brown* swims out to her, and there ensue some amusing scenes in which he convinces her of his rival's treachery, and dives into the house as an aquatic commissary to rustle grub for her under the surface, for apparently one can be hungry even when one is in love and in a deluge.

The Minister Floats By.

The girl hearkens to *Brown's* dripping protestations of love above the roar of the waters, though obviously *Brown* must have had to do some romantic roaring himself. Thereupon *Brown* plucks out of the submerged landscape a minister who is wandering conveniently past on his church, and a marine marriage is performed, with the wedding decorations consisting principally of water.

In this ambitious and picturesque production, conceived mainly by the star, the other actors have to hop about pretty lively to play something besides a corpse, for success in this picture seems to have depended more on the power of their arteries than their art. With its stirring movement relieved by comedy it is one of the best films in which Fairbanks has indulged, giving him an opportunity not only to do excellent serious character acting as a hypnotist's subject, but also to show how creditably and entertainingly he would have performed in the Johnstown flood.

An interpretative dance entitled "Snowflurry," a solo by Emanuel List, the "Il Guarany" overture and a Post nature scenic are other features, while a Mack Sennett comedy, "The Speakeasy," reveals a different type of liquid setting.

Another blithe and thrilling photoplay is "Red Hot Dollars," a Paramount Artcraft creation supervised by Thomas H. Ince, in which the ever dependable Charles Ray extracts the full market value from uncouthness as a form of diversion.

Besides a Sunshine comedy, "Chicken a la Cabaret," and the usual musical numbers, a Robert C. Bruce scenic, "The Chil Kat Cubs," provides an amusing study of young bears in the wilds of Alaska with a sense of fun that some screen comedians might emulate.

New Griffith Production.

At the Strand D. W. Griffith, through his latest, "The Great Question," calls for a showdown with the hereafter, as the publicity exponent says. Recently Mr. Griffith almost stared the hereafter in the face, and one wonders whether his answer now to this profound problem would be the same as in this film, made before the southern seas nearly answered it for him.

At any rate, the manner in which he has answered it on the screen, through the medium of an average American family, is bound to be provocative of thought, to say the least, and will bring cheer to those whose Christmas wasn't all they expected. Lillian Gish, George Fawcett, Eugenie Besserer and Robert Harron do distinguished work in an other superlative Griffith pict-

The Capitol, which

RUSH OF NEW PL FOR OPENING OF

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NEW YORK
ESTABLISHED 1881
From
Tribune
New York City

Strand Shows New Griffith Film of Melodrama Type

D. W. Griffith has again demonstrated his mastery of the screen in his new First National picture, "The Greatest Question," shown at the Strand Theater this week. The picture is less beautiful and less pretentious than most of his previous productions, but it is simple and human in its appeal. It is sad beyond words, but there are glints of humor in it. As is his custom, Griffith has taken a sordid background and woven into its fabric a story of enduring beauty. Instead of spinning it out and elaborating on it.

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(ORIGINAL)
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NEW YORK
ESTABLISHED 1881
From
World
New York City

SPIRITUALISM THEME OF NEW GRIFFITH FILM

"The Greatest Question," Unfolding Human Story, Shown at Strand—Other Bills.

Although D. W. Griffith has not raised himself to the rank of Sir Oliver Lodge as an exponent of spiritism, "The Greatest Question," his latest feature film, which was shown at the Strand yesterday, is a good photoplay. That widely heralded part of the picture dealing with immortality and the return of the dead is really incidental to the main story. Mr. Griffith causes one of his characters to come back to earth in adow form and give comfort and ice to his unfortunate parents. ne scenario deals with the elevation of a poor family to riches by the discovery of oil on their Kentucky farm —a theme which, in other hands, most likely would be commonplace. There are also an intertwined love story and a happy ending.

Lillian Gish, as a homeless orphan, the sweetheart of the future oil magnate, does exceptionally well. Others in the cast are Robert Harron, George Fawcett, George Nichols and Josephine Crowell. Incidental pictures completed the bill.

Douglas Fairbanks—that is, his cinema self—performed almost every known acrobatic feat on the Rivoli screen in "When the Clouds Roll By." The star also had opportunity for serious and comic acting. The picture, which he wrote and directed himself, shows him under the spell of a hypnotist, in a train wreck, a storm and a flood. A Mack Sennett comedy, "The Speakeasy," furnished the laughs and "Memory Lane" showed nature's beauties.

"Red Hot Dollars," with Charles Ray, one of the most popular screen actors in the Broadway houses, were spent at the Rialto. Ray is seen first as a laboring man and later as a society man. A whirlwind romance is thrown into the plot. A Bruce scenic, "Chilcat Cubs," showing wild life in Alaska, developed into a fine comedy because of the antics of two young bears. "Chicken a la Cabaret" is the comedy.

The new Capitol Symphony Orchestra, under the baton of Nat W. Finston, succeeding Pryor's Band, made its debut at the Capitol yesterday, and was warmly received. Frank Johnson, baritone, and Lucille Chalfant, coloratura soprano, sang excerpts from "Tales of Hoffmann" in an atmospheric setting. Even Burrowes Fontaine danced through "Ballet Bleu," assisted by a corps de ballet that showed Ned Wayburn's training.

For the feature film, "Back to God's Country," adapted from a story by James Oliver Curwood, was given. John Wenger, Capitol art director, has designed an appropriate and beautiful scene. The picture stars Nell Shipman in the role of a mountain girl in the fastnesses of Alaska. A love story is unfolded in a plot of vigorous action. It is claimed that the story was filmed further north than any other in screen history. Numerous incidental pictures are also on the big bill.

"Forbidden," starring Mildred Harris Chaplin, was shown at B. S. Moss's Broadway. The "Parisian Fashion Frolic" entered its eighth week.

2 copies

THE SECRETARY OF THE NAVY.
WASHINGTON.

December 30, 1919.

My dear Mr. Griffith:

I have received a letter from Mr. McAdoo, in which you ask him to express thanks for the measures the Navy took with airplanes and navy vessels when you and the others of your party were cast away in the Berry Islands. I say, as an American and as a personal admirer, I was tremendously interested and in great anxiety, and was happy when we learned that you were safe. The business of the Navy is not only to fight, but to rescue parties in distress, or help to do so.

Sincerely yours,

Josephus Daniels

Mr. David W. Griffith

THE SECRETARY OF THE NAVY.

Washington.

December 30, 1919.

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Sincerely yours,

(Signed) Josephus Daniels.

Mr. David W. Griffith

Daniel Lester

1028 Dalton street
Jackson miss
Dec. 30th 20

Griffith Pictures

Dear Sir:

Will you please favor me with check for the amount due me for the Photo plays I sent you many weeks ago. I am very much in need of this cash and you would be doing me a favor to rush this check

To me I am not scolding at all but I think its my duty to notify you. I have other plays to mail you real soon so please rush me my pay for this one the amt. ought to be $100 one hundred Dollars I am awaiting this check and will say that you were highly repersented to me.

I am truly yours
Miss Fannye Coleman
1028 Dalton St
Jackson Miss.

COPY

CARBON TO M. M. STEARNS

December 30, 1919

Mr. J. E. Best
1034 S. Water St.
Meadville, Pa.

Dear Sir:-

Answering your letter of December 17th beg to advise that early this past Fall practically our entire producing staff and scenario department were removed to a point near New York City leaving only a few of us here in Los Angeles to attend to final closing matters.

It has been the writer's practice to forward all stories to our Eastern Scenario department. Some of the envelopes were not opened here at all but were merely forwarded in the same envelope. I do not recall having opened your letter of November 17th containing your story "Over the Border," and it is quite probable, therefore, that I have forwarded the letter as just described. All stories that I have forwarded have been sent to Mr. M. M. Stearns, Scenario Editor, c/o D. W. Griffith Studio, Mamaroneck, N. Y.

Possibly by the time you receive this you will also have received a reply direct from Mr. Stearns, but you are at liberty to communicate with him if you desire.

Yours very truly,

D. W. GRIFFITH STUDIO

By

Manager

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OFFICE OF ARTHUR S. FRIEND
TREASURER

December 31, 1919

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Albert,

I am sorry that I must again call your attention to the matter of getting additional prints and replacements and foreign prints from the Griffith negatives. When I last spoke to you about it you assured me that all Griffith negatives would be in New York before now. The matter is of serious importance to Mr. Griffith and to us as well, and should not be left unattended to any longer.

Will you please advise me just when the negatives will be here, and then see to it that arrangements are made so that we can get them for additional prints, replacements etc. without delay? The most satisfactory arrangement of course, would be to deliver the negatives to us for such uses, and in each instance we should keep the negative in accordance with the contract covering same.

I also call your attention to Mr. Griffith's failure to deliver "Mary Ellen Comes to Town" on account of not having OKeyed the American negative for printing, and this too is causing both him and us unnecessary losses. The picture was scheduled for release January 18th, and out people at the Coast have been notifying the Griffith laboratory daily for the last six weeks that the prints must be completed and shipped, all to no avail.

Please give these matters your immediate attention and advise me.

With kindest regards, and the Compliments of the Season, I am

Yours very truly,

Arthur S. Friend

Treasurer

ASF-EF

file 12/ 19 (m.d.) M a. c

If, in order to make my argument complete, I am compelled to state facts that you already know, you will forgive me,

Conditions in the picture business are changing every day. If Mr. Goldwyn and I thought the same conditions would prevail in the future as today, there would have been, in our minds, no need of this conference.

You are doing well and so are we. We are not seeking assistance for our concern. We have no thought of making any profit out of you and believe you wish for no profit from us.

Due to the great demand for good pictures, we are obtaining more than three times the prices we did last year, so are nearly all other companies producing high grade pictures.

We will have a very prosperous year, and if we were not looking ahead, we would gladly continue as we are now.

The idea of mergers or working agreements did not originate with us, but with our competitors. We feel it necessary to strengthen ourselves in order to combat the combinations already entered into and contemplated by them.

I believe your Mr. Abrams will bear us out in the statement that it has already become difficult to properly market your and our pictures in certain cities. We are convinced that this situation will become more acute and will within the next year or two, become dangerous.

The Famous Players have, up to now, purchased interests in several hundred theatres. Marcus Loew is about to promote a public company for the acquiring of theatres and the producing of pictures. It is rumored that he is being joined by the First National. We feel that after he has progressed sufficiently

with this scheme, his company and the Famous Players will merge.

Already experiencing difficulty in booking, because of the theatres controlled by Famous Players, it is our opinion that your and our position will become serious after they have increased their theatre holdings, which they are rapidly doing, and particularly after Marcus Loew absorbs a large number of the remaining independent houses. Between them, they will be in a position to place arbitrary prices on our pictures or refuse to give us representation.

It is no secret that we have been asked to join the various combinations. We feel quite sure that you have had the same offers - so has Metro and others, Loew especially has been persistent in trying to induce us to merge with him.

We have not entertained any of these proposals for several reasons:-

(a) We would be absorbed and lose our identity.

(b) Because of the size of their companies, amount of stock issued, and the number of persons and concerns associated with them, they would not be able to give us a fifty per cent interest in any theatre proposition.

(c) Because of being minority stockholders, we would lose control of our business.

(d) They are mostly acquiring old theatres and with small seating capacities, while we only want to interest ourselves in the largest and most modern theatre in each town.

(e) If the picture business, or at least the theatre end of it, is in the hands of one company, or even two companies friendly inclined toward each other, they would eventually act arbitrarily with the concerns absorbed. The case of ~~Claude~~ Klaw & Erlanger before the Shuberts were able to break into the field is an example. One might say it is impossible to corner this business and we subscribe to this view, but it took years before the Shuberts were able to make any headway. Consider the losses we would all sustain while we were trying to break down the barriers.

To arrive at our goal, which we also think is your goal, we believe a merger or rather a combination necessary. No one in any industry has become as big as we want to become, on their individual efforts. Mergers, combinations or working agreements are essential. In union there is strength, and it is our belief that you and we require strength to combat the encroaching menace.

Ours is a logical combination - yours are the best pictures in the world, ours the next best. Together we would have seventy-five or eighty pictures a year, which would assure an exhibitor of better service than he could obtain from Famous Players or from any other source.

It is not our intention to book pictures in series or by the year. Each picture would be sold singly and on its merits, but our combination would lend security to the exhibitor. He could not be intimidated as he now is by the threat that he will not be able to secure good service unless he becomes a part of one of their combinations.

One might say that the exhibitor can get the same service by booking your and our pictures separately without our combining. However, we must take his state of mind into consideration. With so many mergers accomplished or in the air, he feels that at any minute you or we might also join the Famous Players or Loew.

The advisability of an alliance with you came forcibly to us through our having learned that you were contemplating erecting theatres in Philadelphia and Boston. We had already sent a representative to Philadelphia for the same purpose.

We realize that there would be a hurtful duplication. You would undoubtedly want to erect only the very largest of theatres,

and so would we, with the result that some town only able to support one big house, would have two or more. Then again on your part, you would find yourselves competing in the open market with other exhibitors for pictures to fill these theatres.

When we tried to work out an equitable plan of co-operation we specifically provided that neither your nor our identity was to be submerged, that we were both to retain our present independence, and that your prominence in the picture world was not to be adversely affected.

Our proposition is composed of two parts -- distribution and theatres. As to the question of distribution, there appears to have been a misapprehension. We thought you would welcome a joint distribution organization because of the reduction in overhead charges and the facilities it would give an independent exhibitor to obtain a much desired service. Our contemplated offer was to guarantee that your cost of distribution would not exceed fifteen per cent - that we would make no use of your name in our advertisements or otherwise, that your product would not be used to help the sale of ours and that Mr. Abrams would continue as at present to have personal charge of your distribution.

However, as we have never considered this part of our proposition an asset, and as it appears to have only complicated a successful termination of our negotiations, we gladly eliminate it.

As to the theatre scheme, we propose forming a separate company in which we are to be equally interested. We are of the opinion that an association which would include the names of the United Artists and Goldwyn could raise any reasonable amount of capital.

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We would advise finding the capital in such a way that there would be no promotion shares for anyone excepting those to be divided between you and us.

We would erect houses where necessary, but in most cases believe we could promote the building of them by interesting local capital. Our view is that we would only be required to erect theatres in two or three cities - say Boston, Philadelphia and Chicago. After we showed by doing this that we were serious in establishing ourselves on a sound basis, the greater part of our opposition would crumble. Further, we would then experience no difficulty in obtaining houses with no or very little investment.

We would suggest that when we build or acquire a theatre in a key city, a pool be formed with one or more exhibitors controlling the smaller houses in that locality and in that way tie up subsequent runs.

It is our intention, with your approval, to proceed likewise in Europe, build large houses in London, Paris, Berlin and Petrograd.

At present no producer is reaping the benefits of his product in foreign territory. We and particularly I, from my long residence abroad, know that the possibilities in Eur pe are as great as they are in America, and that eventually our pictures shpuld and will realize more than our takings in the United States.

We consider the theatre end of this business of more importance than the producing end. It is not fair that the exhibitor should make a bigger profit out of the pictures than the producer of them.

It would help the success of our theatres to name them after the individual stars of the United Artists.

To show our faith in this theatre proposition, and in order not to delay action awaiting the formation of our proposed company, we would be willing to advance one million dollars to enable proceeding with the building of the first house.

For instance, Mr. McAdoo, presumably representing you, purchased in association with us an option on positively the best location in Boston. A theatre erected on this property would undouhtedly earn a great deal of money and we would advise losing no time in starting building operations.

We are now negotiating for a half interest in the Moe Mark properties - the Strand, New York, the new large Strand in Brooklyn and nine other houses. Mr. McAdoo very kindly advised our closing this deal pointing out that these theatres would be a good nucleus for our plan.

We are sure you will agree that being interested in the theatre enterprise, and particularly with us, would be of tremendous material benefit to you:

(a) You would obtain proper and full representation at satisfactory prices.

(b) You would earn large profits without any investment and without any risk of loss or liability.

(c) You would have an income for life, even after you had concluded to discontinue acting.

(d) You would be independent of any and all combinations and monopolies.

If you should look upon our proposition with favor, the details could easily be worked out. We believe you would encounter only

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minor objections which could be surmounted.

For example, as to prices to be paid by our own theatres for our pictures, they could share on a percentage basis with the houses, the same as is the custom with legitimate productions.

As regards the theatres being wanted by both you and us at the same time, we would give you the preference and our pictures would only be shown when the theatres were not required by you.

A picture would be allowed to,run indefinitely as long as the gross did not fall below a certain amount.

If we found that a city could support two houses, we would build or promote another. This would give sufficient time for the exhibition of all your pictures as well as ours.

We believe you will agree that our offer is more than fair. We have purposely given you advantages over us as we have the utmost confidence in a successful result and are sure that after you have joined with us, and found the association a pleasant one, you would meet us half way.

We will add that we are now planning to build a studio in New York, and intend to produce in London. We would gladly place these studios at your disposal.

We control a great or the greater part of all plays being produced in New York, have more material than we require and would assist you in this direction.

We would be pleased to interchange directors.

Through our association with the Shuberts, Al Woods, the Selwyns and others, whom we are not for the moment at liberty to mention, we could arrange for a tour in legitimate theatres of any special productions that you might wish to exhibit in this way.

COPY

A corporation with preferred and common stock to be formed to take over the assets of the United Artists and A.P. Distributing Companies. Preferred stock to be $100.00 par - 7 percent cumulative and retirable at 105 on any interest bearing date. Common stock to hold the voting power, to be no par value and to be assigned in equal parts to the United Artists and A.P. -- that is, 50 percent of it is to be set aside for the individual producers of the A.P. and 50 percent for the United Artists. On the assumption that neither group will exceed ten individuals at any one time, ten percent of the fifty percent will be issued to each of the present stockholders of of the two groups. The remainder will be held in the treasury and assigned to each new member as elected, on whatever terms may be decided upon at the time. Such terms should not be definitely fixed, except as to general policy for it is obvious that as time goes on the stock should become more valuable.

CONTRACTUAL RELATIONS BETWEEN THE PRODUCERS AND THE DISTRIBUTING CORPORATION.

It seems desirable that each individual producer should execute a contract for a period of not less than three years with the distributing corporation, all contracts with stockholders of the distributing corporation being identical in form, but it would also seem wise to provide for a form of contract with producers who are not stockholders, in the event the distributing corporation wishes to contract with producers for the distribution of their product, but does not wish to take them into the organization as stockholders.

ADMISSION OF NEW MEMBERS

New members should be admitted to the privilege of purchasing stock through the distributing corporation upon a vote of not less than 75% of the stock issued. New members should not be eligible to

the board of directors, or to hold office for a period of at least six months after their admission to membership. Stockholders of the distributing corporation may be selected to the board of directors upon receiving votes representing not less than 75% of the total stock issued. Provision should be made for the elimination of members and repurchase by the corporation of their stock, in the event of their becoming incapacitated or if for any reason their continued identification with the association should be deemed undesirable.

CONSTITUTION AND BY-LAWS

Constitution and by-laws should be drawn with a view of establishing a definite policy for the corporation that could only be changed by a unanimous consent of the charter members.

BOARD OF DIRECTORS.

Board of Directors should consist of seven members, three to be elected by the group represented by the Associated Producers and three from the group represented by the United Artists. The seventh member should be Chairman of the board and should not be a member of either one of the other groups, but an executive who is chairman of the Board would become managing director of the business affairs of the distributing corporation and would be in direct control of distribution, he employing an expert in distribution as General Sales Manager. The chairman of the board should at all times work only under instructions of the board of directors. Any change in policy of the corporation should be voted upon by the stockholders and the board of directors should be guided at all times by the wishes of the stockholders as expressed in their meetings held from time to time.

NOTE: The board of directors should at all times have the power of reviewing pictures of the various members and rejecting any that they deemed it not advisable to distribute.

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D. W. Griffith Corporation

Business & Financial Statement

For calendar year ending December 31, 1919

Profit and Loss Account

Profit & Loss	600—	Dividends	4950—
Federal & State Taxes	437—	Premiums & Interest	196875
General Expenses	2202—	Interest on deposits	2687
Real Estate Expenses	29470 5	Real Estate Rentals	26000—
Balance, Net Profit	269957		
	331856		331856

Balance Sheet

Assets			Liabilities		
Accts. Receivable		60250—	Capital Stock		705100—
Investments:			Paid in Surplus		69975—
76 shares Work Prod. Corp			A H T Bangle		17400—
97 " D.W. Griffith Corp	9700—		Surplus:		
60 " Epoch Prod. Corp	1800—		Earned 1916, 1917, 1918		214852
105 " H. & Corp.	525—	12325—	" 1919 (as above)	6995.57	31439
Griffith Accts. Rec. { Griffith Personal		107570			
" Ranch		30342			
" War Picture		308 5 175			
Certificates of Ind.		15750—			
Autoscope Patent Investment		2833365			
Aircraft Prog. Pictures		28335			
Real Estate		500000—			
Griffith Studios		11000—			
D.W. Griffith Corp.		2070—			
Cash		361082			
		2480939			2480939

D. W. G. Corporation

Trial Balance, December 31, 1919

Capital Stock		$205,100.—
Accounts Receivable	60,250.—	
Paid in Surplus		69,775.—
Profit & Loss	600.—	
Investments	120,125.—	
Griffith Personal	107,570	
Earned Surplus		221,482
Dividends		49,50.—
Premiums & Interest		196,875
Federal & State Taxes	437.—	
General Expense	2,202.—	
Ranch	30,372	
War Picture	308,515	
Notes Receivable	15,750.—	
Banzhaf (Autoscope Investments)	283,365	
Interest on Deposits		6,687
Aircraft Program Pictures	8,335	
Real Estate	50,000.—	
Real Estate Expenses	4,705	
Griffith Studio	100.—	
Real Estate Rentals		6,000.—
D.W. Griffith Corporation	20.—	
A.H.V. Banzhaf		1,740.—
Cash	36,108	
	$754,152.—	$754,152.—

Mr. Griffith selecting native types in the Bahamas

file 1919 Gen (n.d.)

PROLOGUE

"BROKEN BLOSSOMS"

The parting curtains disclose a curtained stage with mysterious blue lights.

In a cobwebby gauze the spider of Destiny dimly weaves his threads. A mysterious figure of a man who should suggest power and strength -- clean shaven and after the style of a powerful ancient Mephistopheles holding a great whip from which runs strands at the end of which thongs are fastened.

There is crashing music, heavy and thunderous, effect dimuendo into recitative, played in subdued manner that Voice may be distinctly heard. VOICE -- "I am Fate! That which I will, must be! Look! I drive from out my cobwebbed windows a Spirit of my household! As she moves, so let your fancy follow. Behold, she is Youth! Behold, she is bound with chains!"

Light dims on figure of Fate. White light falls upon figure of girl - upstage, center. Her wrists are manacled with chains. She raises them slowly and in time to music before her head -- right and left. She bends to her ankles that are also bound with chains and again despairingly lifts her hands. Light dims upon figure of girl.

Again the figure of Fate is shown -- VOICE OF FATE ---
"She is bound with chains, the chains of everyday existence, the manacles of monotony. Behond, I shall break these chains! Behold, she I shall search for Life, she shall search for Love! For it is said Love is Life and Life is Love."

Light dims on figure of Fate.

Light appears upon dancing girl who is made up after the figure in play. Girl moves slowly from right to left -- pantomime of breaking chains -- as the chains fall from her she moves slowly, childishly as though aimlessly searching, down right and once around the stage. This should be done in a naturalistic and modern manner without a suggestion of the classical dance. After once moving around stage comes down center right. There is a staff of white and crimson flowers down stage. She goes to these longingly -- she dances away with fear -- she returns impulsively, and as she is about to clasp the flowers the Voice of Fate cries: -- "Wait!"

The girl stops in the dance -- the Voice ---
"That is the flower of love! If you embrace this so also must you eat of the black grapes of suffering and death."

The girl advances toward flowers - retreats - goes madly down to where a grayish, greenish, purplish light falls upon vines among which are clustered black grapes.

VOICE --- "The black grapes of agony and death which you shall taste when you embrace love -- for you cannot love without suffering -- so it is written!"

Light leaves dancer --

"Now shall she throw away Today and as a spirit run in the halls of Love!"

"And now, my friends, shall I let you forget your own little troubles in seeing the imaginary troubles of those within a play."

The girl slowly takes off dress and dances to a ball - as though the ball of life - throwing violet and changing rays into the air. She

comes to this and drinks as though from the Fountain of Life. She dances with delight and youthful abandon -- she embraces the staff of flowers as though embracing love in her arms. Madder and madder becomes the dance and changes into a sensuous movement in which she rolls with the staff in her arms upon the floor. She staggers up as though exhausted with love's transports -- through this the Voice cries ---

"She dances with Love!"

Again after an interval ---

"She plays with Life! She is made with Love -- She is moon-stricken! She is burnt with the worn out stars!"

The girl falls exhausted.

Again the light on the Figure of Fate -- Voice --

"Now shall she eat of the black grapes of agony and tears -- the gray sisters that eternally wait at the door of Love."

Light upon dancing girl who dances a dancy of agony and fear and of repentance. Through this the Voice cries ---
"Tears, Tears,. Tears! Too late --- too late!"

The end of this movement light goes from girl in posture of horror.

Voice of Fate, who in a mad transport lashes desperately out with his whip as he cries: "Death, Death!"

While Fate is dimly seen lashing above her head lighter light upon dancing girl who dances as though she were being whipped by hand of Fate. Dancing and running -- Dance of agony and suffering -- Voice

cries -- "Remorseless, eternal Death! Death!"

Finally the Girl as though exhausted, falls into death.

VOICE -- "Lo, still she is not vanquished! Lo, she triumphs over monotony! - Over daily existence! Triumphant at last, she rises, for tears make clean the Spirit and only through tears are we made glorious."

Light dies from figure of Fate and Girl is seen to rise and dance slowly and triumphantly with exalted face and body she goes upstage through changing lights -- upon her arms a gauzy, silver shroud as though of angel's wings. At incline at back of stage she rises with movements as though of a bird uplifting itself into the blue sky. At the end is a glowing white light into which she ascends.

Triumphant crash of orchestra --- Lights extinguished.

Prologue.

Picture.

Copyrighted 1919 ---
"THE DANCE OF LIFE AND DEATH"
A dancing play in one Act -
By- D. W. Griffith.

"I am Fate! That which I will,must be! In my hand the Whip of Time; ~~before~~ above my head, 'neath yellow moon and swimming sun, the Gray Spider of Destiny weaves its cunning web!

"Or, in a more modest key, I am the Master of the Show. So, we humbly pray that you may forget your own little sorrows and troubles in viewing the imaginary ones of those within our play. Let this be our only reward.

"On with the show!"

Earnings of "THE BIRTH OF A NATION" Film

From March 1915 to October 1919

Profit	1915-16	$ 1,646,230.58
"	1917	213,851.94
"	1918	118,732.16
"	1919	10,002.75
Total Earnings after deducting General Office expenses but not royalties.		$ 1,988,817.43

Gross receipts $ 5.247.432.90 of which $470.465.41 was receipts from sale of state rights. and state rights purchasers doubled money

Gross State receipts of performances conducted by D.W. Griffith $4.776.967.49

Cost of operating companies & other expenses & mgment 3.257.615.47

Profit from Exhibition companies 1.519.352.02

Earnings of the "BIRTH OF A NATION" Film

Year 1918

Earnings Road Companies		
U.S.A.	$ 288,435.81	
Australia	3,197.02	
Rights & Film-	2,565.17	$ 294.198.00
Great Britain Companies & rights		14,612.32
Total Receipts		$ 308,810.32
Expenses Road Companies U.S.A.	$ 92,532.98	
Great Britain	12,499.74	
Head Office Expense	84,045.44	189.078.16
Profit before deducting Royalty expense		$ 118,732.16

YEAR 1919

Earnings Road Companis U.S.A.	$ 60,978.03	
France	11,149.86	
Rights	26,320.02	
Sundry Income-	426.26	$ 98,874.17
Expenses Road Companies U.S.A.	23,795.50	
France	4,632.68	
Gen'l Office	60,443.24	88,871.42
Profit before deducting Royalty expense.		$ 10,002.75

Earnings of "THE BIRTH OF A NATION" FILM

March 1/15 to December 31/16

Earnings: Companies in the U.S.A.	$ 3258701.83	
England	180248.60	
Australia	65794.36	
South America	36286.06	
Territory Sold	388916.70	
Music etc.	370.80	$ 3,930.318.35
Cost of Operating Companies etc.		
Cost of film etc.	$ 105377.77	
Expenses Road Companies U.S.A.	1660433.61	
England	153125.95	
Australia	59237.85	
South America	50109.64	
Office General Expense	255802.95	2,284,087.77
Profit before deducting Royalty Expense		$ 1,646,230.58

Year 1917

Earnings: Comapnies in the U.S.A.	$ 750670.18	
England	63619.69	
Australia	42352.85	
South America		
Territory Sold	52663.52	
Music etc.	123.82	$ 909,430.06
Cost of Operating Companies etc.		
Cost of film etc.	51626.66	
Expenses Road Companies U.S.A.	421544.30	
England	54114.48	
Australia	42105.24	
South America		
Office General Expense	126187.44	695,578.12
Profit before deducting Royalty Expense		$ 213,851.94

Earnings of "THE BIRTH OF A NATION" Film

From March 1915 to October 1919

Profit	1915-16	$ 1,902,033.53
"	1917	340,039.38
"	1918	202,777.60
"	1919	70,445.99
Total Earnings before deducting General Office & Royalty Expenses		$ 2,515,296.50

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DOMESTIC

"THE BIRTH OF A NATION" CONTRACTS

			Date of Contract	
California	D.W.Griffith	20,000	March 1915	10 yrs
Canada All Provinces, also Newfoundland & Alaska	Basil Corp.		Sept.9/15	10 yrs
New England Except City of Boston ?	Master Photoplay	50,000 payable 20,000 closing contract 30,000 later 10% net profit expenses not to exceed 10% of gross	Aug.12/15	10 yrs
Portland, Ore.	Harris & McCormick	5,500 Rental	June 2/15	
Spokane & Seattle	Mayer & McCormick	11,000 Rental		
Western Rights Minn. Iowa, Kansas Nebr. So. & No.Dakota Montana, Wyo. Idaho Nevada New Mexico Oregon & Wash.	A. E. Nelson	100,000 and 25% of net profits in excess of 107,000 gen'l expense not to exceed 10% of gross.	Oct. 6/15	10 yrs
Wisconsin	Wisconsin Film Corp.	11,000 on signing contract, 1,000 on delivery 2nd print 35% net profits after gross receipts equals 15,000.	July 16/15	10 yrs

FOREIGN

South America Argentina, Uruguay Paraguay, Brazil Chile, Peru, Ecuador Bolivia & Venezuela British Guiana, French " Dutch "	Devoto & Co.	10,000	June 1919	5 yrs
Scandinavia Norway, Denmark Finland, Sweden.	John Olsen & Co.	10,000 outright	May 23/17	6 yrs
Spain & Portugal Aziresm Nadeura Cape Verde & St. Thomas' Islands.	Salm Ltd.	15,000	Apr. 25/19	5 yrs

"THE BIRTH OF A NATION" Continued

FOREIGN

"TERRITORIAL RIGHTS"

Great Britain	E.Wertheimer	5,000	Aug. 30/17	6 yrs
Switzerland		35,000 fcs		
Belgium		50,000 "		
Czecho-Slovakia	Edmund Oger 8 Rue Martel Paris	30,000 " with 2 prints @ 3,500 fcs. ea.	Oct. 15/19	
Australia & New Zealand	J.C.Williamson,Ltd	Touring Agreement Contract shall exist as long as Williamson Ltd. present picture in different states of Australia, New Zealand continuously without a lapse of more than 4 weeks in any one state.		
France & Colonies	Goldberg & Fenston	100,000 frances	July 13/22	
Estland,Lettland & Littauen	Royal Film Co. (thru Transocean Film)	250,000	Nov.7/22	3 yrs

DOMESTIC

"THE BIRTH OF A NATION" CONTRACTS

			date of Contract
California	D.W.Griffith	20,000	March 1915 10yrs
Canada All Provinces, also Newfoundland & Alaska	Basil Corp.		Sept.9/15-10 yrs
New England Except City of Boston ? Epoch file #2 Calvert	Master Photoplay Co.	50,000 payable 20,000 closing contract 30,000 later 10% net profit expenses not to exceed 10% of gross	Aug.12/15-10 yrs
Portland, Ore. #2	Harris & McCormick	5,500 Rental	June 2/15
Spokane & Seattle 3	Mayer & McCormick	11,000 Rental	
Western Rights #2 Minn. Iowa, Kansas Nebr. So. & No.Dakota Montana, Wyo. Idaho, Nevada New Mexico Oregon & Wash.	A.E. Nelson	100,000 and 25% of net profits in excess of 107,000 gen'l expense not to exceed 10% of gross.	Oct. 6/15 -10yrs
Wisconsin #2	Wisconsin Film Corp.	11,000 on signing contract, 1,000 on delivery 2nd print 35% net profits after gross receipts equals 15,000.	July 16/15-10yrs

FOREIGN

South America Argentina, Uruguay Paraguay, Brazil Chile, Peru, Ecuador Bolivia & Venezuela British Guiana, French " Dutch "	Devoto & Co.	10,000	June 1919- 5yrs
Scandinavia Norway, Denmark & Finland, Sweden.	John Olsen & Co.	10,000 outright	May 23/17 6 yrs
Spain & Portugal Azores, Madeira, Cape Verde & St. Thomas' Islands.	Salm Ltd.	15,000	Apr.25/19 5 "

"THE BIRTH OF A NATION" Continued

"TERRITORIAL RIGHTS"

FOREIGN

✓ **Great Britain**	E.Wertheimer	£5,000	Aug. 30/17- 6 yrs	
Switzerland		35,000 fcs.		
Belgium		50,000 "		
✓ **Czecho-Slovakia**	Edmund Oger 8 Rue Martel Paris	30,000 " with 2 prints @ 3,500 fcs.ea.	Oct.15/19	
✓ **Australia & New Zealand**	J.C. Williamson,Ltd.	Touring Agreement Contract shall exist as longas Williamson Ltd. present picture in different states of Australia, New Zealand continuously without a lapse of more than 4 weeks in any one state.		

France & colonies — Goldwyn Pictures Corp. (File ④ in Cabinet) 100,000 francs. July 13/22

Estland Lettland & Littauen — Royal Film Co. (then Transocean Film) — $250.- Nov 7/22 - 3 yrs.

Wark

CERTIFICATES of INDEBTEDNESS	NAME.	ADDRESS.
#1/110	Norman Hall.	c/o Hallgarten & Co.,5 Nassau St. N.Y.
#111/120	Albert Stern.	40 Exchange Place, New York City.
#121	W. N. Seligsberg.	1459 Broadway, New York City.
#122	Louis Seligsberg.	11 Broadway, New York City.
#123	Emil Oppenheimer.	C/o Rothfeld Stern & Co. 221-4th Ave.N.Y.
#124/125	C. E. Sterrett,	1459 Broadway, New York City.
#126/152	R. E. Aitken.	1459 Broadway, New York City.
#153/187	D. W. Griffith.	4500 Sunset B'lvd,LosAngeles, Calif.
#188/197	Edwin J. Banzhaf.	72-82nd Street, Brooklyn, N. Y.
#223/250	H. E. Aitken.	1459 Broadway, New York City.
#198/222	S. H. Tallman.	c/o Central Trust Co. 54Wall St. N.Y.
#39/48	Hugo Blumenthal.	5 Nassau Street, New York City.
#49/58	Henry W. Putnam.	108 Chamber Street, New York City.
#59/60	Herbert R. Mainzer.	105 W. 40th Street, New York City.
#61/70	Robert H. Mainzer.	5 Nassau Street, New York City.
#71/80	Oscar L. Richard.	31 Broadway, New York City.
#81/90	Robert Sterling Clark.	149 Broadway, New York City.
#91/100	Stephen Carlton Clark.	149 Broadway, New York City.
#101	W. Beach Day.	149 Broadway, New York City.
#102/105	Douglas T. Johnston.	149 Broadway, New York City.
#106/110	John R. Hall.	5 Nassau Street, New York City.
#223	Arthur E. Fairchild.	c/o Fairchild Pub. Co. 822 Broadway,N.Y.
#224	William B. Anderson.	74 Broadway, New York City.
#225/227	George Ehret, Jr.	235 E. 92nd Street, New York City.
#228/229	Benjamin Block.	74 Broadway, New York City.
#230/231	Edward Steinman.	c/o Kuhn, Loeb & Co. 52 William St. N.Y.
#251/	T. Stackpole.	C/o J.B.Greenhuts Co., 18thSt.6th Ave.N.Y.
#252	Charles S. Clausen	120 Broadway, New York City.
#253/262	Henry Aery.	44 Exchange Place, New York City.
#263/269	A. K. Detwiler.	1312 Baker-Detwiler Bldg.LosAngeles, Cal.
#270/274	C. R. Oldershaw.	535 Jackson Street,Pasadena, Calif.
~~Lillian Dx~~		
#275/277	Lillian D. Gish.	Schuyler Arms,307 W.98th St., N.Y.
#253/262	Louis J. Hampton.	Wrightwood Apt.Hotel,Wrightwood & Pine Grove Aves. Chicago.
#278/279	Mae Marsh.	116 Riverside Drive, N. Y.
#126/141	Goldstein Co.,Inc.	Los Angeles, California.
#142/144	Vera V.B. Richard.	c/o H.C.Richard,376 Grand St. N.Y.
#232	Benjamin Block.	74 Broadway, New York.
#280/282	Maude Winpenny.	215 So. Ramport, Los Angeles, Cal.
#283	L.G. Patee.	c/o Dou Lee Garage, Pasadena, Cal.
#284/288	C. W. Gates.	500 Columbia St., Pasadena, Cal.
#289/293	W. D. Rosenberger.	48 So. Fair Oaks Ave., Pasadena,Cal.
#294/298	J. A. Barry.	690 MagnoliaAVe., Pasadena, Cal.
#299	Charles H. Prisk.	c/o L.B.Press, Long Beach, Cal.
#300	A. J. Hosking.	c/o Star News, Pasadena, Cal.
#249	H.H. Lehman.	c/o Union Nat'l Bnk., Pasadena, Cal.
#250	H.S. Mowot.	" " " " "
#263	B.J.Howdershell & William Niven	1312 Baker Detwiler Bldg Pasadena "
#153/187	D. W. G. Corporation	of State of Delaware.
#1/10	Robert H. Mainzer.	5 Nassau Street, New York City.
#264	Mrs. T.J. Goodsell.	Goodsell Mfg. Co., Toledo, Ohio.
#265	T.J. Goodsell.	" " " " "
#266	Frank J. Tomlins.	5 Nassau Street, New York City.
#22/25	John R. Hall.	5 Nassau Street, New York City.
#1	Edwin J. Banzhaf.	75-82nd Street, Brooklyn, N. Y.
#2	D.W. Griffith.	4500 Sunset B'lvd, Los Angeles, Cal.
#3	D.W.G.Corp. of Del.	15 Exchange Place,Jersey City,N. J.
#4	Albert H.T. Banzhaf.	2 Rector Street, New York City.
#232 ?	Benjamin Block	74 Broadway, New York CITY.

Addresses of
Work Co
Stockholders

Addresses
of
Stockholders

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Letter 7
Directions

WARK PRODUCING CORP.

Holder	No. of certificates.	Amount.	Address.
Aitken, H.E.	#233 to 248	16,000	1459 B'way, N.Y.C.
Aitken, R.E.	#145 to 152	8,000	1459 B'way, N.Y.C.
Anderson, Wm. B.	#224	1,000	74 B'way, N.Y.C.
Banzhaf, E.J.	#188 to 197	10,000	105 E.21 St. " "
Barry, J.A.	#294 to 298	5,000	
Block, Benjamin	#232,228,229	3,000	74 B'way, N.Y.C.
Blumenthal, Hugo	#39 to 48	10,000	5 Nassau St. "
Clark, Robert S.	#81 to 90	10,000	149 B'way, N.Y.C.
Clark, Stephen C.	#91 to 100	10,000	149 B'way, N.Y.C.
Clausen, Charles S.	#252	1,000	120 B'way, N.Y.C.
D.W.G. Corporation	#153 to 187	35,000	15 Exc. Pl. Jersey C.
Day, William Beach	#101	1,000	149 B'way, N.Y.C.
Detwiler, A.K.	#266 to 269	4,000	#1312 Baker-Det. Bldg. Los Angeles
Ehret, George, Jr.	#225 to 227	3,000	3 E. 93rd St. N.Y.C.
Fairchild, Arthur	#223	1,000	8 E.13th St. " "
Gates, C.W.	#284 to 288	5,000	500 Columbia St. Pasadena
Gish, Lillian D.	#275 to 277	3,000	A.H.T. Banzhaf, 2 Rector.
Goldstein, Simon	#126 to 141	16,000	Los Angeles, Calif
Goodsell, Mrs. T.J.	#264	1,000	Toledo, Ohio.
Goodsell, T. J.	#265	1,000	" "
Hall, John R.	#106 to 109, #22 to 25	8,000	5 Nassau St, N.Y.C
Hall, Norman	#11 to 21 and #31 to 38.	19,000	5 Nassau St. N.Y.C
Hampton, L.J.	#253 to 262	10,000	Rm. 219 - Citizen Ntl Bank, Pasadena Calif
A.J. Hoskins.	#300	1,000	¢ Star News, Pasadena,
Johnston, D.T.	#102 to 105	4,000	149 B'way, N.Y.C.
Lehman, H.H.	#249	1,000	¢ Union N'tl B., Pasadena.
Mainzer, Herbert R.	#59 to 60	2,000	105 W.40th, N.Y.C.
Mainzer, Robert H.	#61 to 70, 1 to 10	20,000	5 Nassau St. "
Marsh, Mae W.	#278 and 279	2,000	Forest Hills, L.I.
Mowat, H.S.	#250 Central Bank	1,000	¢ [redacted] B. Pasadena.
Oldershaw, C.R.	#270 to 274	5,000	535 Jackson St., "
Oppenheimer, Emil	#123	1,000	221-4th Ave. N.Y.C.
Oswalt, F.E.	#26 to 30	5,000	¢ 5th Ave. Bnk, N.Y.C.
Patee, L.G.	#283	1,000	¢ Don Lee Garage, Pasadena
Prisk, Charles H.	#299	1,000	Long Beach, Cal.
Putnam, Henry W.	#49 to 58	10,000	108 Chamber ST. N.Y.
Richard, Oscar L.	#71 to 80	10,000	31 Bway, N.Y.C.
Richard, Vera V.B.	#142 to 144	3,000	376 Grand ST. N.Y.
Rosenberger, W.D.	#289 to 293	5,000	48 S. Fair Oaks Av. Pasad
Seligsberg, Louis	#122	1,000	11 B'way, N.Y.C.
Seligsberg, Walter N.	#121	1,000	43 Cedar St.""
Stackpole, T.	#251	1,000	
Steinman, F.S.	#230 and 231	2,000	52 William St."
Stern, Albert	#111 to 120	10,000	40 Exch. Pl. N.Y.C.
Sterrett, C.E.	#124 and 125	2,000	
Tallman, S.H.	#198 to 222	25,000	¢ Central Trust, 54 Wall
Tomlins, T.J.	#110	1,000	5 Nassau St. N.Y.
Winpenny, Maude	#280 to 282	3,000	646 S. Spring St, L.A. Calif.
Howdershell, D.J.) Wm. Niven -)	#263	1,000	¢ ~~Union Ntl Bnk. Pasadena, Cal.~~ #1312 Baker-Detwiler Bldg Los angeles

Record of Numbers
of Certificates of
Indebtedness

Revised

LIST OF STOCKHOLDERS OF WARK PRODUCING CORPORATION.

74 30 Cort

STOCKHOLDER.	ADDRESS.	BALANCE NO. OF SHARES HELD.
Aitken, H. E.	1459 Broadway, N. Y. C.	150
Aitken, R. E.	1459 Broadway, N. Y. C.	24
Anderson, William B.	74 Broadway, N. Y. C.	1
Barry, J. A.	690 Magnolia Ave., Pasadena, Calif.	5
Block, Benjamin.	74 Broadway, N. Y. C.	3
Blumenthal, Hugo.	5 Nassau Street, N. Y. C.	10
Clark, Robert Sterling.	Cooperstown, New York.	10
Clark, Stephen Carlton.	Cooperstown, New York.	10
Clausen, Charles S.	120 Broadway, N. Y. C.	1
Day, W. Beach.	149 Broadway, N. Y. C.	1
Detwiler, A. K.	1313 Baker-Detwiler Bldg., Los Angeles, Cal.	4
Ehret, George, Jr.	235 East 92nd Street, N. Y. C.	3
Fairchild, Arthur, E.	c/o Fairchild Pub. Co., 822 Broadway, New York City.	1
Gates, C. W.	500 Columbia St., Pasadena, Calif.	5
Gish, Lillian D,	307 West 98th St., New York City.	3
Goldstein Co.L.A. Inc.	650 So. B'way, Los Angeles, Calif.	16
Goodsell, T. J.	c/o Goodsell Mfg. Co., Toledo, Ohio.	1
Goodsell, Mrs. T. J.	2124 Robinwood Ave., Toledo, Ohio.	1
Griffith, D.W. & A.H.T. Banzhaf. (Voting Trustees)	2 Rector Street, New York City.	795
Hall, John R.	5 Nassau Street, New York City.	8
Hall, Norman.	5 Nassau Street, New York City.	19
Hampton, Lewis J.	~~1080 N. Marengo Ave., Pasadena, Calif.~~ Wrightwood Apt Hotel Wrightwood & Pine Grove avenues, Chicago, Ill	10
Hosking, A. J.	c/o Star News, Pasadena, Calif.	1
Howdershell, B.J.& Wm. Niven.	1312 Baker-Detwiler Bldg., Los Angeles, Cal.	1
Johnston, Douglas.	149 Broadway, New York City.	4
Lehman, H. H.	c/o Union National Bnk., Pasadena, Cal.	1
Mainzer, Herbert R.	105 W. 40th Street, New York City.	2
		1096

141

Room 915

(Over) 1096

Mainzer, Robert H.	5 Nassau Street, New York City.	20
Marsh, Mae.	116 Riverside Drive, New York City.	2
Mouat, H. S.	Central Bank, Pasadena, Calif.	1
Oldershaw, C. R.	535 Jackson Street, Pasadena, Calif.	5
Oppenheimer, Emil.	221 Fourth Avenue, New York City.	1
Patee, L. G.	c/o Don Lee Garage, Pasadena, Calif.	1
Prisk, Charles H.	Pasadena, California.	1
Putnam, Henry W.	108 Chambers Street, New York City.	10
Richard, Oscar L.	31 Broadway, New York City.	10
Richard, Vera V. B.	376 Grand Street, New York City.	3
Rosenberger, W. D.	40 So. Fair Oaks, Pasadena, Calif.	5
Seligsberg, Louis.	11 Broadway, New York City.	1
Seligsberg, Walter.	~~1459 Broadway, New York City.~~	1
~~Steinman, E.~~	~~c/o Kuhn, Loeb & Company~~	1
Steinman, Edward.	52 William Street, New York City.	2
Stern, Albert.	40 Exchange Place, New York City.	10
Sterrett, C. E.	Titersville, Pa.	2
Tallman, S. H.	c/o Central Trust Co., 54 Wall St., N.Y.C.	25
Tomlins, Frank I.	c/o Hallgarten & Co., 5 Nassau Street, New York City.	1
~~Triangle Film Corp.~~	~~1459 Broadway, New York City.~~	~~300~~
Winpenny, Maude.	~~646 So. Spring Street~~, Los Angeles, Cal.	3
	Total	1,500

Names & Addresses

of

Stockholders

Work Producing Corporation

Aitken, H.E.	16,000.	8800	528	212.	264	
Aitken, R.E.	8,000.	4400	264	106.	132	
Anderson, Wm. B.	1,000.	550	3300	13.25	16 50	
Banzhaf Edwin J.	10,000.	5500	330	132.50	165	
Barry, J.A.	5,000.	2750	16500	66.25	82 50	
Block, Benj.	3,000.	1650	9900	39.75	49 50	
Blumenthal, Hugo	10,000.	5500	330	132.50	165	
Clark, Robt. Sterling	10,000.	5500	330	132.50	165	
Clark Stephen Carlton	10,000.	5500	330	132.50	165	
Clausen, Chas. S.	1,000.	550	33	13.25	16 50	
D.W.G. Corp.	35,000.	19250	115500	463.75	577 50	
Day, W. Beach	1,000.	550	33	13.25	16 50	
Detwiler, A.K.	4,000.	2200	132	53.	66	
Ehret, Geo. Jr.	3,000.	1650	9900	39.75	49 50	
Fairchild, Arthur	1,000.	550	33	13.25	16 50	
Gates, C.W.	5,000.	2750	165	66.25	82 50	
Gish, Lillian D.	3,000.	1650	99	39.75	49 50	
Goldstein Simon,	16,000.	8800	528	212.	264	
Goodsell, Mrs. T.J.	1,000.	550	33	13.25	16 50	
Goodsell, T.J.	1,000.	550	33	13.25	16 50	
Hall, John R.	8,000.	4400	264	106.	132	
Hall, Norman,	19,000.	10450	56700	251.75	313 50	
Hampton, Lewis, J.	10,000.	5500	330	132.50	165	
Hosking A.J.	1,000.	550	33	13.25	16 50	
Johnston, Douglas T.	4,000.	2200	132	53.	66	
Lehman, H.H.	1,000.	550	33	13.25	16 50	
Mainzer, Herbert R.	2,000.	1100	66	26.50	33	
Mainzer Robt. H.	20,000.	11000	660	265.	330	
Marsh, Mae W.	2,000.	1100	66	26.50	33	
Mouat, H.S.	1,000.	550	33	13.25	16 50	
Oldershaw, C.R.	5,000.	2750	165	66.25	82 50	
Oppenheimer, Emil	1,000.	550	33	13.25	16 50	
Ostwalt, F.E.	5,000.	2750	16500	66.25	82 50	
Patee, L.G.	1,000.	550	33	13.25	16 50	
Prisk, Chas. H.	1,000.	550	33	13.25	16 50	
Putnam, Henry W.	10,000.	5500	330	132.50	165	
	135	129250	7755	1345	3877 50	

Dec 7/1/19

~~Putnam, Henry W.~~	10,000.	1375 — 1292.50	16 7755	—	113.75 ~~130.50~~	3877.50
Richard, Oscar ✓	10,000.	1375	330	—	132.50	165. ✓
Richard, Vera V.B. ✓	3,000.	1650	99	—	39.75	49 50 ✓
Rosenberger, W.D. ✓	5,000.	2750	165	—	66.25	82 50 ✓
Seligsberg, Louis ✓	1,000.	550	33	—	13.25	16 50 ✓
Seligsberg, W.N. ✓	1,000.	550	33	—	13.25	16 50 ✓
Stackpole, T ✓	1,000.	550	33	—	13.25	16 50 ✓
Penny Stewart ~~Steinman Edw. S.~~ ✓	2,000.	1100	66	—	26.50	33 ✓
Stern Albert ✓	10,000.	5500	330	—	132.50	165 ✓
Sterrett Clarence E. ✓	2,000.	1100	66	—	26.50	33 ✓
Tallman S.H. ✓	25,000.	13750	825		331.25	412 50 ✓
Tomlins Frank I. ✓	1,000.	550	33		13.25	16 50 ✓
Winpenny Maude ✓	3,000.	1650	99		39.75	49 50 ✓
Howdershell D.J. & Niven Wm. ✓	1,000.	550	33		13.25	16 50
	Entire Total				3,975.00	4950.00

310 — 165000

9902 —

Interest paid January 1-1919

From July 1st 1918

To January 1st,1919

Names and Addresses Stockholders WARK PRODUCING CORP.

7/1/19

Aitken, H.E.	1457 Broadway N.Y.C.
Aitken, R.E.	1457 " "
Anderson William B.	74 Broadway N.Y.C.
Barry, J.A.	Dresden Apts. 1919 W.7th Street, Los Angeles California.
Block Benjamin,	74 Broadway, N.Y.C.
Blumenthal, Hugo	5 Nassau Street, N.Y.C.
Clark, Robert Sterling ~~Clx~~	Cooperstown, N.Y.C.
Clark, Stephen Carlton	Cooperstown, N.Y.C
Clausen, Charles S.	120 Broadway N.Y.C.
Day, W. Beach	149 Broadway, N.Y.C.
Detwiler, A.K.	1312 Baker-Detwiler Bldg. Los Angeles, Cal.
Ehret, George J.	235 East 92nd Street, N.Y.C.
Fairchild, Arthur E.½	~~883 Market St~~ Or ~~832 Broadway~~, C/o Fairchild Pub. Co. N.Y.C.
Gates C.W.	500 Columbia St. Pasadena, Cal.
Gish Lillian D. ?	
Goldstein Co. L.A. Inc.	883 Market St San Francisco Cal ~~650 so. B'way, Los Angeles Cal~~
Goodsell T.J.	C/o Goodsell Mfg. Co. Toledo O.
Goodsell, Mrs. T.J.	2124 Robinwood Ave., Toledo O
Griffith D.W. & A.H.T. Banzhaf (Voting Trustees)	D. W. G. Corp 2 Rector St. N.Y.C.
Hall, John R.	5 Nassau St. N.Y.
Hall Norman	5 Nassau St. N.Y.C.
Hampton, Lewis, J.	Wrightwood Apt. Hotel, Wrightwood & Pine Grove Avenues, Chicago, Illinois 1080 N. Marengo Ave Pasadena Cal.
Hosking. A.J.	C/o Star News, Pasadena, Cal.
Howdershell, B.J. & Wm. Niven	1312. Baker-Detwiler Bldg. Los Angeles
Johnston, Douglas	149 Broadway N.Y.C.
Lehman H.H.	C/o Union National Bank, Pasadena.
Mainzer Herbert R.	105 W. 40th St. N.Y.City
Mainzer, Robert H..	5 Nassau St. N.Y.C.
Marsh, Mae	116 Riverside Drive City (Real Old address)
Mouat, H.S.	Central Bank, Pasadena, Cal.
Oswalt, F.E.	C/o 5th Avenue Bank
Oldershaw C.R.	535 Jackson St. Pasadena, Cal

Oppenheimer, Emil	221 Fourth Avenue, N.Y.C.
Patee, L.G.	C/o Don Lee Garage, Pasadena, Cal.
Prisk, Charles H.	Pasadena, Cal.
Putnam, Henry W.	108 Chambers St. N.Y.C.
Richard, Oscar L.	31 Broadway, N.Y.C.
Richard Vera V.B.	376 Grand St. N.Y.C.
Rosenberger, W.D.	40 So. Fair Oaks, Pasadena, Cal.
Seligsberg, Louis	11 Broadway, N.Y.
Seligsberg, Walter	43 Cedar Street, City.
Stackpole, T.	C/o Kuhn Loeb & Co. 1431 Glenwood Road 310 Fenmore St. Bklyn. Brooklyn NY
Stewart Brey — same address as Steinman → ~~Steinman Edward~~	52 William Street
Stern Albert	40 Exchange Place, City.
Sterrett C.E.	C/o Post Brothers & Company, 52 Broadway, N.Y.C.
Tallman S.H.	C/o Central Trust Co. 54 Wall St.City
Tomlins Frank I.	C/o Hallgarten & Co. 5 Nassau Street, City.
Winpenny Maude	215 So. Rampart Blvd., Los Angeles, Calif.

Addresses of
Cert of Undertakers
Workers

Work Prod Corp.

Refund of Certificates of Indebtedness of 9/0 and Interest 4/1 to 12/31/19

plus 10% Penalty

H E Aitken	Refund	1600 -		Geo. Chret jr.	✓	300 -	2625
	Bonus	160 -	2613			30 -	
	Int 6 Mos	264 -	2024 ✓			4950	
						~~6600~~	37950 ✓
R. E. Aitken	✓	800 -		A. Fairchild	✓	100 -	
		80 -	2614			10 -	2626
		132 -	1012 ✓			1650	
						~~6600~~	12650 ✓
Wm. B Anderson	✓	100 -		C. W. Gates	✓	500 -	
		10 -	2615			50 -	2627
		1650	12650 ✓			8250	
						~~6600~~	63250 ✓
E. J. Baughaf.	✓	1000 -		Lehman Lisch	✓	300 -	
		100 -	2558			30 -	2628
		165 -	1265 -			4950	
						~~8250~~	37950 ✓
J a Barry	✓	500 -		Simon Goldstein		200 -	
		50 -	2616			20 -	~~2629~~
		8250	6325 ✓			33 -	253 - ✓
Beny Block	✓	300 -		Mrs F. J. Goodsell	✓	100 -	
		30 -	2617			10 -	2630
		4950	37950 ✓			1650	
						~~3300~~	12650 ✓
H Blumenthal	✓	1000 -		F. J. Goodsell	✓	100 -	
		100 -	2618			10 -	2631
		165 -	1265 ✓			1650	
							12650 ✓
R. S. Clark	✓	1000 -		J. R. Hall	✓	800 -	
		100 -	2619			80 -	2632
		165 -	1265 ✓			132 -	
						~~6600~~	1012 - ✓
S. C Clark	✓	1000 -		Herman Hall.	✓	1900 -	
		100 -	2620			190 -	2633
		165 -	1265 ✓			31350	
						~~37~~ -	24035 ✓
C. S. Clausen	✓	100 -		L. J. Hampton	✓ ✓	1000 -	
		10 -	2641			100 -	2634
		1650	12650 ✓			165 -	
						~~3300~~	1265 - ✓
A. W. G Corp.	✓	3500 -		A. J. Hocking	✓	100 -	
		350 -	2590 ~~2622~~			10 -	2635
		5775				1650	
		~~1650~~	4427 50 ✓			~~165~~	12650 ✓
W B Day	✓	100 -		D. T. Johnston	✓	400 -	
		10 -	2623			40 -	2636
		1650				66 -	
		~~5775~~	12650 ✓			~~1650~~	506 - ✓
A. K. Detwiler	✓	400 -		H. H. Lehman	✓	100 -	
		40 -	2624			10 -	2637
		66 -				1650	
		~~1650~~	506 - ✓				12650 ✓
			14411 00				9 2345 0

H.R. Mainzer ✓	200 –	2638		C. Seligsberg ✓ ✓	100 –		
	20 –				10 –	2651	
	33 –	253 ✓			1650	12650 ✓	
R.H. Mainzer ✓	2000 –			W.W. Seligsberg ✓ ✓	100 –		
	200 –	2639			10 –	2652	
	330 –	2530 ✓			1650	12650 ✓	
Mae W. Marsh ✓	200 –			T. Stackpoole ✓	100 –		
	20 –	2640			10 –	2653	
	33 –	253 ✓		Barry Stewart	1650	12650 ✓	
H.S. Marcat ✓	100 –			E. J. Steinman ✓	200 –	2661	
	10 –	2641			20 –	2654	
	1650	12650 ✓			33 –	253 – ✓	
O.R. Olderdorf ✓	500 –			A. Stern ✓	1000 –		
	50 –	2642			100 –	2655	
	8250	6325 ✓			165 –	1265 – ✓	
E. Oppenheimer ✓	100 –			C.C. Starrett ✓	200 –		
	10 –	2643			20 –	2656	
	1650	12650 ✓			33 –	253 – ✓	
F.C. Ostwalt ✓	500 –			S.H. Tallman ✓	2500 –		
	50 –	2644			250 –	2657	
	8250	6325 ✓			4125 0	31625 0 ✓	
L.G. Peters ✓	100 –			F.J. Tomlins ✓	100 –		
	10 –	2645			10 –	2658	
	1650	12650 ✓			1650	12650 ✓	
C.H. Priest ✓	100 –			Maude Wimpenny. ✓	300 –		
	10 –	2646			30 –	2659	
	1650	12650 ✓			4950	37950 ✓	
H.W. Putnam ✓	1000 –			A. & H.W. Howdershell ✓	100 –		
	100 –	2647			10 –	2660	
	165 –	1265 – ✓			1650	12650 ✓	
O. Richard ✓	1000 –			Jones & Hutton		5945 50	
	100 –	2648				8349 –	
	165 –	1265 – ✓		Pay't of Cost of Prod.	30000 –	9234 50 ✓	
Vera V.B. Richard ✓	300 –			Int. & Bonus on Cost of Prod	7950	1442 1 – ✓	
	30 –	2649		Co. 's Pay & Pek	37950	37950 00.	
	4950	37950 ✓		Goldstein & Jones R.A.	1400 –		
H.D. Rosenberger ✓	500 –				140 –		
	50 –	2650		✓	231 –	1771 00	
	8250	6325 ✓					

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

1,976	00
988	00
123	50
1,235	00
617	50
370	50
1,235	00
1,235	00
1,235	00
123	50
4,322	50
123	50
494	00
370	50
123	50
617	50
370	50
1,729	00
123	50
123	50
988	00
2,346	50
1,235	00
123	50
494	00
123	50
247	00
2,470	00
247	00
123	50
617	50
123	50
617	50
123	50
123	50
1,235	00
1,235	00
370	50
617	50
123	50
123	50
123	50
247	00
1,235	00
247	00
3,087	50
123	50
123	50
370	50
247	00
37,050	00

Int +
Bonus
in full

T
T

216.00
108.00
13.50
135.00
67.50
40.50
135.00
135.00
135.00
13.50
472.50
13.50
54.00
40.50
13.50
67.50
40.50
189.00
21.00 last
13.50
13.50
108.00
2256.50
135.00
13.50
54.00
13.50
21.00
2170.00
21.00
13.50
67.50
13.50
67.50
13.50
13.50
135.00
135.00
40.50
67.50
13.50
13.50
13.50
21.00
135.00
21.00
337.50
13.50
40.50
13.50
4050.001
4050.—

Int

H. E. Aitken		$1600.	
		160.	
	Int.	216.	$1976.--
R. E. Aitken		800.	
	Int.	80.	
	Int.	108.	988.--
Wm. B. Andersen		100.	
		10.	
	Int.	13.50	123.50
E. J. Banzhaf		1000.	
		100.	
	Int.	135.	1235.--
J. A. Barry		500.	
		50.	
	Int.	67.50	617.50
Benj. Clark		300.	
		30.	
	Int.	40.50	370.50
H. Blumenthal		1000.	
		100.	
	Int.	135.	1235.--
R. S. Clark		1000.	
		100.	
	Int.	135.	1235.--
S. C. Clark		1000.	
		100.	
	Int.	135.	1235.--
	Int.	135.	1235.--
C. S. Clausen		100.	
		10.	
	Int.	13.50	123.50
D. W. G. Corp.		3500.	
		350.	
	Int.	472.50	4322.50
W. B. Day		100.	
		10.	
	Int.	13.50	123.50
A. K. Detwiler		400.	
		40.	
	Int.	54.	494.--
Geo. Ehret, Jr.		300.	
		30.	
	Int.	40.50	370.50
A. Fairfield		100.	
		10.	
	Int.	13.50	123.50
C. W. Gates		500.	
		50.	
	Int.	67.50	617.50
Lillian D. Gish		300.	
		30.	
	Int.	40.50	370.50

Goldstein Co. L.A.Inc.		$1400.	
		140.	
	Int.	189.	$1729.--
Mrs. T.J.Goodsell		100.	
		10.	
	Int.	13.50	123.50
T. J. Goodsell		100.	
		10.	
	Int.	13.50	123.50
J. R. Hall		800.	
		80.	
	Int.	108.	988.--
Norman Hall		1900.	
		190.	
	Int.	256.50	2346.50
L. J. Hampton		1000.	
		100.	
	Int.	135.	1235.--
A. J. Hosking		100.	
		10.	
	Int.	13.50	123.50
D. T. Johnston		400.	
		40.	
	Int.	54.	494.--
H.H.Lehman		100.	
		10.	
	Int.	13.50	123.50
H. R. Mainzer		200.	
		20.	
	Int.	27.	247.--
R. H. Mainzer		2000.	
		200.	
	Int.	270.	2470.--
Mae Marsh		200.	
		20.	
	Int.	27.	247.--
H. S. Monat		100.	
		10.	
	Int.	13.50	123.50
C. R.Oldershaw		500.	
		50.	
	Int.	67.50	617.50
E. Oppenheimer		100.	
		10.	
	Int.	13.50	123.50
F. E. Oswalt		500.	
		50.	
	Int.	67.50	617.50
L. G. Pattee		100.	
		10.	
	Int.	13.50	123.50
C. H. Prisk		100.	
		10.	
	Int.	13.50	123.50

H. W. Putnam		1000.	
		100.	
	Int.	135.	$1235.
O. Richard		1000.	
		100.	
	Int.	135.	1235.
Vera Richard		300.	
		30.	
	Int.	40.50	370.50
W.D.Rosenberger		500.	
		50.	
	Int.	67.50	617.50
L. Seligsberg		100.	
		10.	
	Int.	13.50	123.50
W.N.Seligsberg		100.	
		10.	
	Int.	13.50	123.50
T. Stackpole		100.	
		10.	
	Int.	13.50	123.50
Percy Stewart		200.	
		20.	
	Int.	27.	247.--
A. Stern		1000.	
		100.	
	Int.	135.	1235.--
C. E. Sterrett		200.	
		20.	
	Int.	27.	247.--
S. H. Tallman		2500.	
		250.	
	Int.	337.50	3087.50
F. I. Tomlins		100.	
		10.	
	Int.	13.50	123.50
Maude Winpenny		300.	
		30.	
	Int.	40.50	370.50
D.J. & N.W.Howdershell		100.--	
		10.	
	Int.	13.50	123.50
Simon Goldstein		200.	
		20.	
	Int.	27.	247.--

FOREIGN RIGHTS "INTOLERANCE"

(1)	So. America Central America, Panama Canal Zone & Entire West Indies	Saenz & Mai	6 years
(2)	South Africa,	Emile Wertheimer	6 "
(3)	Great Britain,	Emile Wertheimer	6 "
(4)	Holland,	Robertson-Cole Co.	5 "
(5)	Egypt,	Masters Productions Ltd.-	5 "
(6)	Norway, Sweden, Denmark & Finland.	John Oleson & Co	6 "
(7)	Canada,	Basil Corp.	10 "
(8)	Spain, Greece, Portugal, Rumania, Bulgaria, European Turkey	Gaythis & Mosco	6 "
(9)	Italy	Gazzulino	6 "
(10)	India, Burma, Ceylon, Malay Peninsula, Dutch East Indies, Hong Kong, Korea, Phillippines, Siam, Indo China, Japan & Straight Settlements.	Robertson-Cole Compamy	5 "

DOMESTIC RIGHTS "INTOLERANCE"

(1)	Oregon, Washington, Idaho, and Montana.	De Luxe	10 years
(2)	California, Nevada, Arazona,	All Star	10 "
(3)	Wisconsin, Iowa, Minnesota, No. Dakota & So. Dakota,	Westcott	10 "

(1)		$ 27,500.	$ 5,000.
(2)	£ 1,500.		7,155.
(3)	£ 29,000		130,145.85
(4)		6,000.	6,000.
(5)		2,350.	2,000.
(6)		10.000.	12,000.
(7)		20,375.	20,000.
(8)		15,000.	15,000.
(9)	£ 4,750		13,084.33
(10)		13,000.	13,000.

		15,000.	15,000.
(1)	&25% in excess of	"	
(2)	& 25%in excess of	20,000.	20,652.96
(3)	&15% in excess of	30,000. "	30,000.

Work, Foreign Calls
McCarthy Commissions

FOREIGN RIGHTS "INTOLERANCE"

TERRITORY	TERM	PURCHASER	AMOUNT		
So. America, Central ", Panama Canal Zone, & Entire West Indies	6 years	Saenz & Mai		$37,500	$ 5,000.
South Africa,	6 years	Emile Wertheimer	£ 1,500		7,155.
Great Britain,	6 "	Emile Wertheimer	£ 29,000		130,145.85
Holland,	5 "	Robertson-Cole Co.		6,000.	6,000.
Egypt,	5 "	Masters Productions Ltd.		2,350.	2,000.
Norway, Sweden, Denmark & Finland,	6 "	John Olsson & Co.		10,000.	12,000.
Canada,	10 "	Basil Corporation		20,375.	20,000.
Spain, Greece, Portugal, Rumahia, Bulgaria, European Turkey.	6 "	Gaythis & Mosco		15,000.	15,000.
Italy.	6 "	Guzzulino	£ 4,750		13,084.33
India, Burma, Ceylon, Malay Peninsula, Dutch East Indies, Hong Kong, Korea, Phillippines, Siam, Indo China, Japan, & Straight Settlements,	5 "	Robertson- Cole Corporation		13,000.	13,000.

DOMESTIC RIGHTS "INTOLERANCE"

Oregon, Washington, Idaho, & Montana.	10 "	De Luxe	& 25% in excess of	15,000. "	15,000.
California, Nevada, & Arizona.	10 "	All Star	& 25% in excess of	30,000. "	20,652.96
Wisconsin, Iowa, Minnesota, No.Dakota, & So. Dakota.	10 "	Westcott	& 15% in excess of	30,000. "	30,000.

COPY.

WARK PRODUCING CORPORATION

and

MASTER PRODUCTIONS LIMITED

A G R E E M E N T

Dated:

AN AGREEMENT made in London this [illegible] day of [illegible] one thousand nine hundred and nineteen BETWEEN THE WARK PRODUCING CORPORATION of Longacre Building, New York of the U.S.A. (hereinafter called "The Lessors") of the one part and MASTER PRODUCTIONS LIMITED an English limited liability company whose registered offices are situate at 81 Shaftesbury Avenue in the County of London England (hereinafter called "The Lessees") of the other part:

WHEREAS the Lessors are the Owners of the two cinematograph films or productions called "The Fall of Babylon" and "The Mother and the Law" and of the Copyright therein for (amongst other countries) the United Kingdom (consisting of England, Scotland, Wales, Ireland, the Isle of Man and the Channel Islands) the Union of South Africa and Rhodesia and the Protectorate of Egypt:

AND WHEREAS the Lessors have agreed to grant to the Lessees the sole and exclusive license to use and grant sub-licenses for the said two films within the territories for the period and upon the terms and conditions hereinafter mentioned:

AND WHEREAS the Lessees have paid to the Lessors on signing this Agreement the sum of $1,000.00 (ond thousand dollars) in part payment of the consideration money hereinafter mentioned:

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. The Lessors hereby grant to the Lessees the sole and exclusive right to use, produce and sub-license the

said two films namely "The Fall of Babylon" and "The Mother and the Law" for a period of ten years from the date hereof within the territories of the United Kingdom (consisting of England, Scotland, Wales, Ireland, the Isle of Man and the Channel Islands) the Union of South Africa and Rhodesia and the Protectorate of Egypt.

2. The consideration for this Agreement shall be the sum of ten thousand dollars ($10,000.00) of which the sum of $1,000.00 (one thousand dollars) has been paid to the Lessors on the execution hereof and the remainder, namely, $9,000.00 (nine thousand dollars) shall be paid by the Lessees to the Lessors within one month from the date hereof.

3. The Lessors agree to supply the Lessees with new prints of either or both of the said films at any time during the currency of this Agreement, but not before the payment of the $9,000. referred to in Paragraph 2 hereof, all such prints to be made from the original negative or negatives and to be paid for by the Lessees at the rate of eight (8) cents per linear foot. The Lessors further agree to supply the Lessees at all times with whatever posters or photographs may be required for either or both of the said two films during the currency of this Agreement and such posters and photographs shall be paid for by the Lessees at cost plus 10% (ten per cent). Delivery of said film, posters etc. shall be made by the Lessors at the City and State of New York, U.S.A.

4. The Lessors agree that all prints supplied to the Lessees under this Agreement of either or both the said two films shall be of the full lengths as the films are now and that if any additions should be made to either or both of

the said film in the future and during the currency of this Agreement then the right to use and sub-license such additional parts shall be included in this Agreement and all prints of either or both of the said two films supplied to the Lessees thereafter shall contain such additional parts.

5. During the said period of ten years from the date hereof the Lessees shall have the power to grant sub-licenses to any other person, firm or company to use and exhibit the said two films or either of them within any of the territories aforesaid.

6. Save as aforesaid this Agreement shall not assign to or confer upon the Lessees any performing rights or interest in the copyright in the said two films or either of them within any territories outside those as hereinbefore mentioned.

7. Nothing in this Agreement shall constitute a partnership between the Lessors and the Lessees or any of them.

8. The Lessors agree not to grant licenses for the production or to produce the said two films or either of them to any other person , firm or company within any of the territories aforesaid during the said period of ten years and to do all such acts and things as may be necessary to vest in the Lessees the sole and exclusive right to use and produce the said two films or either of them therein and to secure to them the full benefit of this Agreement.

9. The Lessees undertake that they will not allow or cause to be made any duplicate copies of the said two

films or either of them or any part thereof nor allow or suffer the said two films or either of them to be shown in any district or territory whatever except as aforesaid and in the event of any breach of this Clause the Lessees undertake at their own cost to forthwith commence and prosecute such criminal or other proceedings as ~~they~~ may be required.

10. This agreement shall bind the Lessors, their successors and assigns on the one hand and the Lessees, their successors and assigns on the other hand.

11. At the end or termination of this Agreement the Lessees agree to return to the Lessors so far as they are able subject to wear and tear all positive prints of the said two films or either of them supplied to the Lessees during the currency of this Agreement.

12. This Agreement is to be construed and take effect as a Contract made in England and in accordance with the Law of England and the Lessors hereby submit to the jurisdiction of the High Court of Justice in England and hereby appoint the Messrs. Brown, Shipley and every Clerk for the time being of that company to be the agents in London of the Lessors for the purpose of accepting service on behalf of the Lessors respectively of any Writ, Notice, Order, Judgment or other legal process or document in respect of any matter arising out of this Agreement and such appointment shall not be revocable and service of any such document on such appointee shall be deemed to be good service on the Lessors for all purposes and the Lessors elect domicile at the registered office of the said Bank.

IN WITNESS WHEREOF the Lessors have hereunto set their hand and seal and the Lessees have hereunto caused their Common Seal to be affixed the day and year as first aforesaid.

Signed, Sealed and Delivered)
by the said WARK PRODUCING)
CORPORATION in the presence)
of:-)

The Common Seal of the said)
MASTER PRODUCTIONS LIMITED,)
was hereunto affixed in the)
presence of :*-)

1924

Babylon
Abrams
76

THIS AGREEMENT made the day of 1919, by and between the WARK PRODUCING CORPORATION, hereinafter referred to as the "Lessor", party of the first part, and J. M. ABRAMS of , hereinafter sometimes referred to as the "Lessee", party of the second part,

W I T N E S S E T H :

WHEREAS, the Lessor has produced motion pictures entitled "THE FALL OF BABYLON" and "THE MOTHER AND THE LAW" from the copyrighted motion picture photoplay "INTOLERANCE", and

WHEREAS, the Lessee desires to acquire exclusive rights of distribution and exploitation of said motion picture productions of "THE FALL OF BABYLON" and "THE MOTHER AND THE LAW" in the territory hereinafter described at the time and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION of the premises, and of the mutual covenants and agreements herein contained, the parties hereto do covenant and agree as follows:

FIRST: The Lessor hereby grants to the Lessee the sole and exclusive rights, subject to the performance of the terms and conditions required to be performed by said Lessee, to distribute or exploit the aforesaid motion picture------- productions entitled "THE FALL OF BABYLON" and "THE MOTHER AND THE LAW" (But only in a dignified manner commensurate with the artistic qualities of the production, and in continuity as delivered by the Lessor) in the NEW ENGLAND STATES/and not elsewhere for a period of FIVE (5) YEARS from the date hereof.

Maine, New Hampshire, Vermont, Massachusetts, Rhode Island & Connect.

SECOND: The Lessee shall pay to the Lessor in the manner hereinafter set forth for the territorial rights hereby granted, the sum of ELEVEN THOUSAND ($11,000.) DOLLARS in one payment as follows - on the signing of this contract ELEVEN THOUSAND ($11,000.00) DOLLARS, plus cost of print.

THIRD: The Lessor agrees as long as the negative is in existence to furnish to the Lessee prints or parts of prints of said productions, during the life of this contract, at the rate of Eight cents per linear foot, plus any increase in cost of raw material or of taxes over present cost and footage tax. Delivery of said film to be made at the office of the Lessor at Los Angeles, or at the Lessor's option at its office in the City of New York. Every print is to be returned to the Lessor at its option, five years from the date hereof, and if lost or destroyed the Lessee shall supply affidavits covering the cause of its loss or destruction.

FOURTH: The Lessee covenants and agrees that neither the Lessee, nor his agents, servants or employees will copy or duplicate said film or any portion thereof, or permit the same to be copied or duplicated and that neither the Lessee nor his agents, servants or employees will exhibit or cause to be exhibited any of said films in any territory other than that covered by this agreement, and that the Lessee will use every effort to enjoin and restrain the use of any copy of said productions, not authorized by the Lessee to be exhibited within the territory aforesaid.

FIFTH: The Lessee agrees in the event of the loss or destruction of any film, to notify the Lessor by telegram or telephone forthwith.

SIXTH: The Lessor shall sell to the Lessee advertising matter, lithographs, newspaper cuts, photographs, etc., at the cost price to the Lessor.

SEVENTH: It is understood and agreed that the positive prints which shall be delivered to the Lessee hereunder shall be used by said Lessee only in accordance with the express provisions hereof, and shall not be shipped or used outside of the territory hereinbefore specified, and the title thereto shall be and at all times remain in the Lessor.

EIGHTH: The Lessee shall not act or hold themselves out as the agents of the Lessor, and nothing herein contained shall be construed to constitute a partnership between the parties hereto.

NINTH: In the event of the failure of the Lessee to pay to the Lessor any money agreed to be paid to the Lessor by any provision of this agreement, the Lessor shall have the option of terminating the rights herein granted to the Lessee by giving ten days' notice by registered mail to said Lessee, and thereupon upon the expiration of the time specified in such notice, unless such money is meanwhile paid, such rights shall immediately cease and determine; it being distinctly understood that the waiver of any default in paymant in any instance shall not operate as a waiver in any other instance.

TENTH: In the event of the breach by the Lessee of any of the other conditions in this agreement contained, or in the event of the filing of a petition in bankruptcy by or against the Lessee, the Lessor may call the attention of the Lessee to such breach by registered mail and if such

breach does not cease or is not remedied within ten days after the mailing of such notice, the Lessor shall have the option of terminating the rights herein granted to the Lessee by giving five days' notice by registered mail to the Lessee and thereupon, upon the expiration of the time specified in such notice, such rights shall immediately cease and terminate; it being distinctly understood and agreed that any waiver by the Lessor of any breach by the Lessee, whether such waiver be direct or implied, shall not be construed to be a continuing waiver or a waiver of or consent to any subsequent breach on the part of the Lessee.

ELEVENTH: The Lessor shall not distribute or exhibit the said pictures in said territory during the term of this agreement.

TWELFTH: This contract being signed and entered into in New York, it is hereby agreed that the law to be applied to any matters arising hereunder shall be that of the State of New York.

THIRTEENTH: It is further understood and agreed by the parties hereto that this instrument embodies the whole agreement of the parties and no representations, warranties, covenants or promises made by any representative or agent of the WARK COMPANY or any other Company shall be binding or be considered a part of any agreement between the Producer and the Distributor, unless herein expressly contained and no variation or modification of this agreement shall be made except in writing, signed on the part of the Lessor by its President, who it is mutually agreed is the only person authorized to sign the same on behalf of the Lessor.

FOURTEENTH: It is further understood and agreed that this contract on the part of the Lessee is personal and the same shall not be assigned without the written consent of the Lessor.

FIFTEENTH: Any notice under this agreement to be given to the Lessor shall be given to it at its office #1476 Broadway, New York, and any notice under this agreement to be given to the Lessee shall be given to him at New York City, or any other address designated by him in writing.

IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed the day and year first above written.

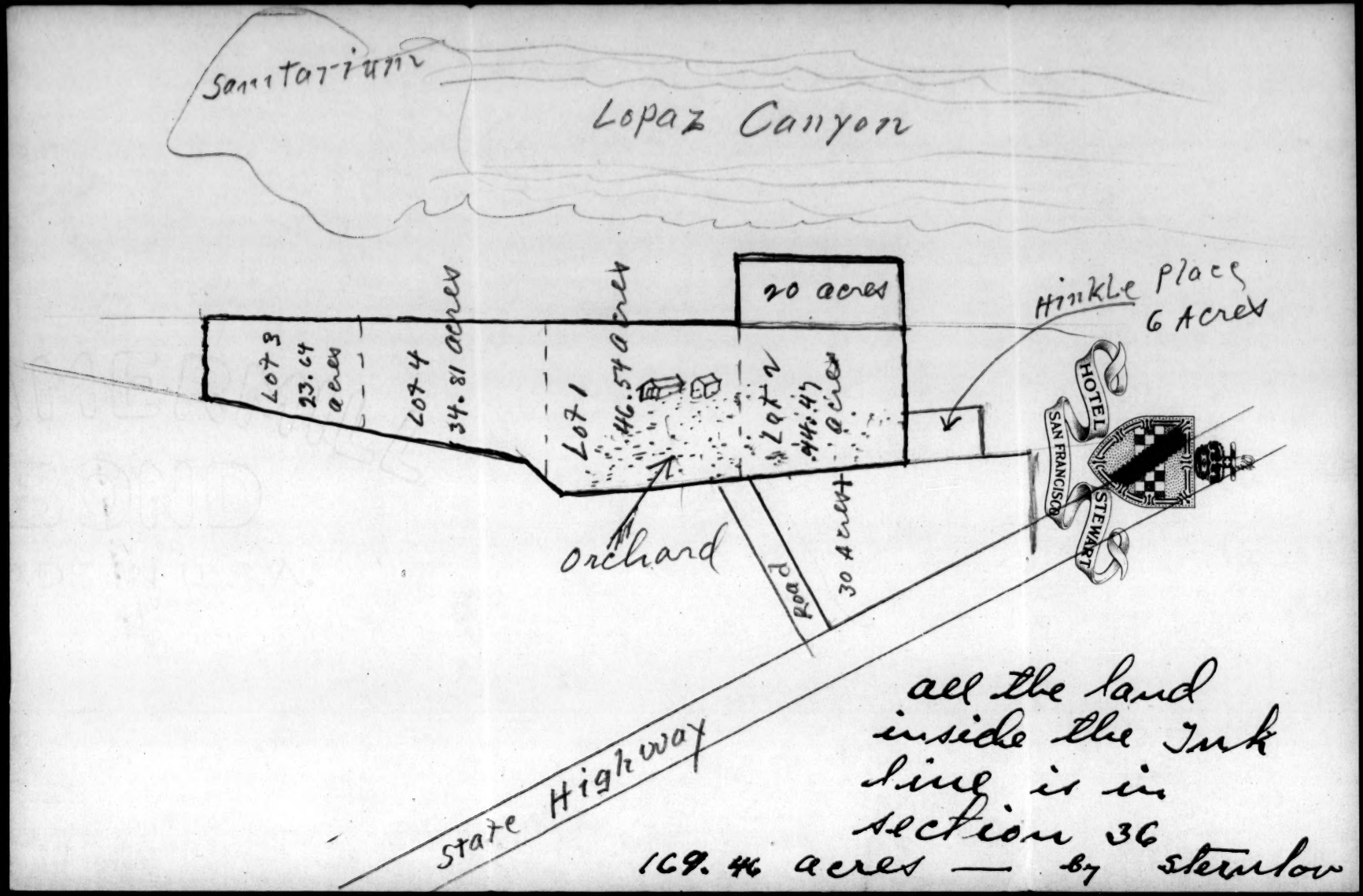
THE WARK PRODUCING CORPORATION.

BY.....

.....

STATE OF NEW YORK)
CITY OF NEW YORK) ss.:
COUNTY OF NEW YORK.)

On this day of 1919, personally appeared before me J.M.ABRAMS to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.


Sanitarium
Lopaz Canyon
20 acres
Hinkle Place
6 Acres
Lot 3
23.64
acres
Lot 4
34.81 acres
Lot 1
46.54 acres
Lot 2
44.47
acres
HOTEL
SAN FRANCISCO
STEWART
orchard
Road
30 Acres
State Highway
all the land
inside the Ink
line is in
section 36
169.46 acres — by stenlow

Studies
Financial Matters

MEMORANDUM.

Authorize 50,000 shares "A" stock no par value of which 25,000 to be issued and sold to bankers at $40. per share realizing $1,000,000.

"B" stock, no par value.

Authorize 20,000 shares to be issued to G. in exchange for physical property contracts and assets, at cost value.

Authorize 10,000 shares of which 5,000 shares to be issued on which Bankers have option to purchase at $5. per share.

Authorize 25,000 shares to remain in the Treasury of the Company to provide for conversion of "A" stock.

Authorize 100,000 shares "C" stock no par value to be issued to G. in exchange for good-will, patents, trade-marks, etc. and all other property of doubtful present tangible value.

An agreement will be made that in no year will more than one-half of the net earnings after taxes be paid out in dividends. The balance, or one-half of net earnings are to be set aside to be applied 50% thereof on the purchase of stock, or as a trust fund for the benefit of "A" stock as hereinafter stated; 50% thereof to remain as additional working capital. Out of the amount available as dividends and whenever dividends are declared, a distribution is to be made as follows:

one half of dividend fund

"A" stock to receive not less than $7.50 per share or $187,500. Thereafter "B" may receive $5. per share, in which event "C" may receive $1.50 per share.

On any further or additional dividend declaration, each class of stock is to share in the proportions indicated above.

Dividends shall be paid semi-annually.

Out of the fund set aside from net earnings to be applied to the purchase of stock, the Corporation shall have the right to purchase stock, at any time, at any figure, but is obliged to purchase up to $75. a share if not obtainable at a lesser figure, provided of course it elects to call in the "A" stock. In case of inability to purchase stock, such funds are to be segregated and invested in the judgment of the bankers as a trust fund to be placed in the hands of a Trust Company, as Trustee, for the benefit of "A" stock until such fund shall aggregate in cash or securities figured at the market $75. per share on the outstanding "A" stock; thereafter upon conversion of any "A" stock an equivalent portion of funds at $75. per share on "A" Stock so converted shall be released to the company for capital purposes.

"A" stock to be accumulative as to dividends to the extent of $187,500 per annum before any distribution of dividends on either "B" or "C" stock, and to be preferred as to assets in voluntary or involuntary liquidation up to $ per share, plus accumulated dividend and shall be convertible at any time at the option of the holder on the basis of two shares of "A" stock for one share of "B" stock. In case of redemption of "A" stock either through purchase or conversion into "B" stock, any dividends which would have applied to such shares of "A" stock shall then be applied to

the total outstanding "B" stock including the amount into which "A" was converted. "A" stock shall not have voting power except when the corporation shall have failed to pay dividends on two consecutive dividend dates.

It is recommended that there shall be selected a strong Board of Directors including men of financial standing, the reasons for which are self-evident.

A finance committee of five shall be named consisting of the President of the corporation or his authorized representative; a vice-president, a director and two representatives of the bankers. It shall be the duty of this committee to meet at least once monthly and at this meeting listen to pepresentatives of the various operating and purchasing departments as to their needs for funds during the coming month. This committee shall approve in advance the expenditure of funds to meet these needs. Authorization to expend in excess of $200,000. in the production of any one photoplay, shall require a four-fifths vote of this committee. Authorization to expend more than $250,000 in the production of any one photoplay shall require unanimous vote of the committee.

It shall be the duty of this committee to each month go over the work of the various operating and purchasing departments to see if all operations are being conducted on a safe and conservative basis and to devise and suggest ways and means for the elimination of needless expenses and for the conservation of the assets of the corporation.

It shall also be the duty of this committee to see that the

proper division of net earnings is made as to the payment of dividends and the accumulation of funds for surplus and for the repurchase of "A" stock.

It is recognized that the work of this committee shall have to do only with the business details of the corporation and that in all matters involving the artistic--such as the selection of stories; the assembling of casts and the direction of production in the studio or on location--the judgment of D.W. Griffith shall be final.

The limitations as to the amount to be expended on any one photoplay shall be removed entirely when all ~~x~~ "A" stock shall have been retired or converted, or when the trust fund for the repurchase of "A" stock shall have reached an amount sufficient to retire the remaining outstanding "A" stock.

INSURANCE:

Corporation insurance on the life of the President in the sum of $ payable to the Company shall be provided, the premiums being an operating charge against the earnings of the Company.

A financial Vice President or Comptroller shall be selected by the Finance Committee to have charge of the financial administration and to carry out the directions and recommendations of the Finance Committee.

Each picture cost $125,000 and sell for $175,000 after Dist. costs making average profit of $50,000 on each picture (24 per year) or representing a gross profit of $1,200,000. per year.

D.W.G. would get 75% or $900.
Banker would get 300.

D.W.G. would lose excess profits exemption of	160,000
D.W.G " " salary of	100,000
	260,000
	300,000
Total cost operating as now	560,000
Total cost operating as Corp.	275,000
Diff. in favor of Corporation	$ 285.000

Under this plan D.W.G. would lose benefit of increased value that would come to his own stock based on payment of 25% dividend.

50,000 shares	100,000 shares	30,000
A stock issue	B stock(no par value) issue	C. stock issue
25000 shares to Bankers at 40 per share	10,000 to Griffith in ex. for prop. sell 5,000 to bankers at $5 per share	30,000 to D.W.G.
1,000,000	500,000	

Dividends on basis of $1,000,000 profit.

to A-stock	To B stock	To C stock
250,000	To D.W.G. 50,000 " Bankers 25,000	To D.W.G. 150,000

To sinking fund $250,000

To Fund for repurchase of A stock 275,000

Total to Bankers and pub. 257,000. Total to D.W.G. Inc. 100,000
salary = 300,000

GRAND total division Bankers and Public 275,000 D.W.G. & Co. $825,000
At this rate D.W.G. would become sole owner in 3 years by devoting entire surplus to repurchase of A stock or he could devote one half to repurchase of A stock and allow other half to go into surplus This would require 6 years to retire stock and would leave cash surplus of $1,850,000.

Dividends on Basis of $1,500,000 profit.

A stock	B. stock	C. stock
250,000	D.W.G. 50,000 Bankers 25,000	D.W.G. 150,000

Sinking fund $512,500

Repurchase fund 512,500.

On this basis of profits in 3 years all A stock would be retired and a sinking fund of $1,572,000 would have been created.

Grand total Division per year under this plan:

To bankers & Public $275,000 to D.W.G. & Corp. 1,325,000.

MEMORANDUM

Authorize 50,000 shares "A" stock no par value of which 25,000 to be issued and sold to bankers at $40.per share realizing $1,000,000.

"B" stock, no par value.

Authorize 10,000 shares to be issued to G. in exchange for property and assets at cost value.

Authorize 10,000 shares of which 5,000 shares to be issued on which

Bankers have option to purchase at $5.per share.

Authorize 25,000 shares to remain in the Treasury of the Co. to provide for conversion of "A" stock.

Authorize 55,000 shares to provide for future financing/

Authorize 30,000 shares"C" stock no par value to be issued to G. in exchange for good-Will, patents, trade marks, etc. and all other property of dohbtful present tangible value.

An agreement will be made that in no year will more than one-half of the net earnings after taxes be paid out in dividends. The balance, or one-half of net earnings are to be set aside to be applied 50% thereof in the purchase of stock, or as a trust fund for the benefit of "A" stock as hereinafter stated: 50% thereof to remain as additional working capital Out of the amount available as dividends and whenever dividends are declared, a distribution is to be made as follows:

"A" stock to receive one-half but not less than $250,000. Thereafter "B" may receive $5.per share, in which event "C" may receive $5.per share.

On any further or additional dividend declaration, each class of stock is to share in the proportions indicated above.

Out of the fund set aside from net earnings to be applied to the purchase of stock, the Corporation shall have the right to purchase stock, at any time, at any figure, but is obliged to purchase up to $75. a share if not obtainable at a lesser figure. In case of inability to purchase stock, such funds are to be segregated and invested in the judgment of the bankers as a trust fund to be placed in the hands of a Trust Company, as Trustee, for

the benefit of "A" stock until such fund shall aggregate in cash or securities figured at the market $75. per share on the outstanding "A" stock; Thereafter upon conversion of any "A" stock an equivalent portion of funds at $75. per share on "A" stock so converted shall be released to the company for capital purposes.

"A" stock to be accumulative as to dividends to the extent of $250,000 per annum before any distribution of dividends on either "B" or "C" stock, and to be preferred as to assets in voluntary or involuntary liquidation up to $ per share, plus accumulated dividend and shall be convertible at any time at the option of the holder on the basis of two shares of "A" stock for one share of "B" stock. In case of redemption of "A" stock either through purchase or conversion into "B" stock, any dividends which would have applied to such shares of "A" stock shall then be applied to the total outstanding "B" stock including the amount into which "A" was converted.

It is recommended that there shall be selected a strong Board of Directors including men of financial standing, the reasons for which are self-evident. From such Board there shall be selected a Finance Committee consisting of the President of the Corporation and several others representing the bankers, the duty of which is to supervise the financial affairs of the Corporation, to decide upon the investment of amounts appropriated for the trust fund or other purposes, and with the President and other officers of the Company to pass upon the expenditure of any considerable amounts of money.

RECAPITULATION.

GENERAL SUMMARY OF BUSINESS TO DATE:
(classifying advances as loans)

CREDITS:-

Profits on Film Factory	$195,844.00
Profits on Hearts of World	229,043.97
Profits on Broken Blossoms	85,680.00
Due on Dorothy Gish series	69,751.10
Totals:	$580,319.07

DEBITS:-

EXcess collections D.W.G. Series	168,611,52
Excess collections First National	162,500.00
Cost Dorothy Gish Prints	69,751.10
Totals	$ 400,862.62
P R O F I T - - - - - - -	179,456,45

On this basis all production costs are paid and all future earnings of these films will represent profit. This will leave an actual asset value of these films, based on what they will produce in excess of the profits included above, or:

D.W.Griffith series	$ 210,568.48
Dorothy Gish Series	253,577.39
First National Series	245,000.00
Broken Blossoms	321,320.00
Total asset value remaining	1,030,465.87
Asset value Hearts of World	250,000.00
Profit shown above	179,466.45
Put in permanent improvements	173,000.00
Bank balance (average)	25,000.00
Profit "Birth of a Nation",1918	32,447.76

TOTAL NET GAIN 1918 TO NOV. 15,1919. $ 1,690,370.08

TABLE SHOWING DIVISION OF PROFITS ON GRIFFITH CREATIONS 1918-1919

Gross earnings, actual and assured, and profits from all of Mr. Griffith's creations in 1918 and 1919.

	Gross earnings	Gross profits.
Hearts of the World	$ 3,871,431.73	$ 702,400.06
D.W. Griffith Series	1,765,000.00	996,949.00
Dorothy Gish Series	1,105,000.00	777,098.00
First National Series	855,000.00	405,000.000
Broken Blossoms	1,000,000.00	563,899.00
Total Gross	$ 8,596,431.73	$3, 445,346.06

These profits, earned and assured, will be divided as follows:

To Famous Players-Lasky Corporation	$ 1,458,442.97
To D.W. Griffith	1,753,574.97
To State Rights Owners Hearts World	244,313.11

Of the $1,458,442.97 being paid to the Famous Players Lasky Corporation, only approximately $614,699, is in compensation for the actual distribution of pictures. That part paid for financing will approximate $843,743.47.

All of the profits indicated will have been realized before the end of 1920, thus spreading these profits over three years. (They will be augmented by his 1920 productions which will start to yield revenue by May, 1920.)

Disregarding all new receipts in 1920, it may be said that the profits of this organization will have been sufficient to pay twenty-five (25%) per cent dividend annually on a capital of $4,000,000. for a three year period.

The only cash Mr. Griffith himself put into the business was $113,977.14, spent making Hearts of the World.

All other capital used in establishing the business has been paid back.

SUMMARY CASH RECEIPTS AND EXPENDITURES--1918 to Nov.15,1919.
(Counting advances as payments on account.)

	Revenues.	Expended.
Hearts of the WORLD (Profit)	$229,043.97	$ ~~168,072.00~~
D.W.Griffith Series F.P.L.	936,683.52	768,072.00
Dorothy Gish Series F.P.L.	273,768.51	326,421.17
Film Factory (Profit)	195,344.00	
First National Contract	447,500.00	320,810.67
"Birth of a Nation"(profit)	32,447,76	
Prints for Dorothy Gish		69,751.10
	$2,115,587.76	$1,485,054.94
	1,485,054.94	
Net profit--two years	630,532.82	
Deduct 1918 profits of	118,834.55	
NET PROFIT FOR 1919	$ 511,698.27	

TO BE COLLECTED IN 1920 FROM FILMS ALREADY MADE:

D.W.Griffith series	$ 210,568.48
Dorothy Gish Series	116,848.83
Broken Blossoms	407,000.00
First National Contract	407,500.00
Hearts of the World	50,000.00
Assured Holdover Revenue for 1920.	$ 1,191,917.31

This disregards all earnings in 1920 from films produced in that year.

Studio Statement

Statement.

Cost of ground		$750,000
Cost of building and expense		$1,~~000~~,000
		$~~2~~,~~7~~50,000
First Mortgage	$500,000	
2nd "	250,000	
Sale of stock	$1,~~0~~00,000	
		$~~2~~,~~7~~50,000

Income account.

Income from theater 52 weeks @ $18,000 per week		$936,000
Expense.		
Operation of theater	$331,000	
Interest on Mortgage	30,000	
" " 2nd " 4½ yrs.	35,000	
Taxes	29,500	
Dividends on Preferred Stock	80,000	
	~~150,000~~	
Surplus fund for dividends on common stock and retirement of Mortgage and preferred stock	430,500	$936,000

Total stock issue,
8% preferred stock 20,000 shares @ $50
30,000 common stock, no par.

Cost of Ground	$1,750,000
" " Office	2,801,000
" " Theatre	650,000
15 months interest on Mortgage $3,500,000	262,500
Taxes	29,500
Architects fee	207,000
Commission and expense	600,000
	$6,300,000

Capitalization.

1st Mortgage		$3,500,000	
2nd "		800,000	
Preferred stock issue	$2,800,000		
Set aside for 2nd Mortgage	800,000		
Preferred stock to be sold		2,000,000	$6,300,000

Income Account.

Rental of Office Bldg. 171,717 ft. @ $4.		$686,868
" " First floor and basement		60,000
		$746,868

Expense.

Cost of operation, office bldg.		120,000	
Interest on 1st Mortgage		210,000	
" " 2nd "		48,000	
Taxes, ass'd $4,000,000		118,000	
Amortization 1st Mortgage		175,000	
" 2nd "		50,000	721,000
			25,868
Income from Theatre			936,000
			961,868
Cost of operation		331,000	
Dividend on preferred stock		160,000	491,000
			$470,868

United States of America

TWELFTH FEDERAL RESERVE DISTRICT
LIBERTY LOAN ORGANIZATION

THE SOUTHERN CALIFORNIA
LIBERTY LOAN STATE CENTRAL COMMITTEE

EXTENDS GREETINGS AND GRATEFULLY ACKNOWLEDGES ITS APPRECIATION TO

D. H. Griffith

WHO VOLUNTARILY GAVE PATRIOTIC SERVICE IN BEHALF OF THE

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CHAIRMAN
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PRESS MATERIAL

D. W. GRIFFITH SERVICE

——OFFERS——

THE DRAMATIC THUNDERBOLT

THE MOTHER AND THE LAW

A PLAY OF TODAY FOUNDED ON FACT

An expansion of the Modern American Story
Related in "Intolerance" with changes and additions

PRODUCED PERSONALLY BY

DAVID WARK GRIFFITH

GENERAL OFFICES
720 LONGACRE BUILDING
NEW YORK CITY

ALBERT L. GREY
GENERAL MANAGER

ROBERT EDGAR LONG
PRESS REPRESENTATIVE

NOTE

The enclosed set of press material includes program copy, unduplicated advance notices, mail order and seat sale announcements, special stories, advertising lines, reviews of opening, and such other material as you may require to properly advertise D. W. GRIFFITH'S "THE MOTHER AND THE LAW".

Press Material For

D. W. GRIFFITH'S "THE MOTHER AND THE LAW"

D. W. G R I F F I T H S E R V I C E

Offers

" T H E M O T H E R A N D T H E L A W "

A Play of Today Founded on Fact

(An Expansion of the Modern Story in "Intolerance")

- - - - - -

A Dramatic Thunderbolt Produced Personally by David Wark Griffith

- - - - - -

The tremendous human story of a typical American family, caught in the maelstrom of existing social conditions.

A slim little girl in a quaint little cottage. The great mill owner and his employees.

Another girl -- The Friendless One. She is caught in the meshes of the city's undercurrent.

A manly American boy, because of a crime he did not commit, is about to pay the extreme penalty of the law.

The real murderer confesses. The slim little girl attempts to save the boy.

The Governor alone can save him. The slim little girl, in an automobile, pursues the Governor's train.

The rushing automobile races with death against the wind-swift express. It is a contest of speed between love and the law.

The earth seems to quake. The sun is dimmed. The moon loses its luster. Stars fall to the earth. It is the last hour.

But love is victorious.

The tears that flowed through a passionate battle with life are kissed away by love and happiness.

A story of human hearts -- yesterday, today.

"Think of the dynamic power of the man who could conceive and carry out this tremendous story of wrong and suffering, this amazing propaganda for freedom, tolerance and justice. You marvel at the technique of it and you marvel still more at the sustained inspiration of it. And you know that no one but David Wark Griffith could have done it."--Anthony Anderson in the Los Angeles Times.

NOTE TO EXHIBITOR

For Cuts, Mats, Photographs, Slides, Special Lobby Display, and other publicity material, address:

Robert Edgar Long,
General Press Repr[illegible]
[illegible]acre
[illegible]
Long
1[illegible]

Program Copy

D A V I D W A R K G R I F F I T H

Presents

"T H E M O T H E R A N D T H E L A W"

A Play of Today Founded on Fact

(Produced Personally by D.W.Griffith)

- - - - - - - - - - -

CHARACTERS AND PLAYERS

The Little Dear One	Mae Marsh
The Boy	Robert Harron
The Friendless One	Miriam Cooper
Miss Mary Jenkins	Vera Lewis
Arthur Jenkins, Industrial Magnate	Sam de Grasse
His Secretary	Clyde Hopkins
The Girl's Father	Fred Turner
The Musketeer of the Slums	Walter Long
The Kindly Policeman	Tom Wilson
The Governor	Ralph Lewis
Chief Detective	Edward Dillon
The Priest	J. C. McClure
The Judge	Lloyd Ingraham
The Warden	William Brown
The Kindly Neighbor	Max Davidson
The Wife	Alberta Lee
The Brother of the Girl	Frank Brownlie
Attorney for the Boy	Barney Benard
Self-Styled "Uplifters"	(Luray Huntley (Lucille Brown (Mary Alden (Pearl Elmore (Mrs. Arthur Mackley
Guest at Ball	Margaret Marsh
Owner of Racing Car	Tod Browning

EXECUTIVE STAFF FOR MR. GRIFFITH

Albert L. Grey - - - - - - - - - - - - - - - - - - General Manager
Robert Edgar Long - - - - - - - - General Press Representative
G. W. Bitzer - - - - - - - - - - - - - - - - - Chief Photographer

The Musical Score Arranged by Mr. Louis Gottschalk

Advertising Lines for
D.W.GRIFFITH'S
"THE MOTHER AND THE LAW"

The following advertising lines are suggested to be run separately or together, in your newspaper exploitation.

No. 1 --- A Dramatic Thunderbolt.

No. 2 --- Laughs, Thrills and Suspense

No. 3 --- A story of today founded on fact.

No. 4 --- Produced Personally by David Wark Griffith

No. 5 --- An Expansion of the Modern Story in "Intolerance."

No. 6 --- The tremendous human story of a typical American family.

No. 7 --- A powerful indictment against false "Charity-Workers" and those misguided kill-joys who pose as "Uplifters."

No. 8 --- A manly American boy, because of a crime he did not commit, is saved by love from paying the extreme penalty of the law.

No. 9 --- A faithful little mother is brutally robbed of her baby because circumstantial evidence is employed to prove neglect.

No. 10 -- A rushing automobile races with death to catch the Governor's train. A contest of speed between love and the law.

No. 11 -- Had truth and justice prevailed, The Boy and The Little Dear One would not have been caught in a maelstrom of misfortune.

No. 12 -- Is circumstantial evidence right? Who can say? Are existing social conditions intolerant? Who shall answer?

No. 13 -- The earth seems to quake. The sun is dimmed. Stars fall to the Earth. The moon loses its luster. It is the last hour. But love is victorious.

No. 14 -- The tears that flow through a passionate battle with life are kissed away by love and happiness -- and a baby.

No. 15 -- "I consider it the work of a master who has produced, with head and heart, something that will reach the hearts and consciences of all men and women." -- Rabbi Isadore Myers.

No. 16 -- "A really amazing piece of work, inherently great." -- David Starr Jordan, Leland Stanford University.

No. 17 -- "You marvel at the technique of it and you marvel still more at the sustained inspiration. And you know that no one but David Wark Griffith could have done it." -- Los Angeles Times.

No. 18 -- "The Mother and the Law" is presented by a ty[illegible] Griffith company of distinguished play[illegible] including [illegible]rsh, Robert Harron, Miriam Cooper, [illegible]ph Lew[illegible], Vera Lewis, Alberta Lee, Ma[illegible], J. C. McClure.

(Notice 1.)

GRIFFITH DRAMA ANNOUNCED.

"The Mother and the Law" is the title of a new and vivid picture of life, from the seemingly inexhaustible storehouse of ideas and conceptions of David Wark Griffith, producer of "Hearts of the World" and other unusual productions. Local playgoers and motion picture patrons will be interested in the announcement that "The Mother and the Law" is coming to the

In line with his established policy of presenting only notable players, Mr. Griffith has assembled a company including Mae Marsh, Robert Harron, Miriam Cooper, Ralph Lewis, Walter Long, Vera Lewis, Alberta Lee, Margaret Marsh and Tod Browning.

(Notice 2.)

VIVID DRAMA BY GRIFFITH

D. W. Griffith, producer of "Hearts of the World," "The Fall of Babylon" and other notable super-pictures, may be depended upon to provide something worth while regardless of what particular environment he enters to secure his dramatic material. Hence the announcement that his latest production, "The Mother and the Law," has been termed a dramatic thunderbolt will not be surprising to those who are familiar with the Griffith methods of powerful stories and stirring climaxes.

Playgoers here will be interested to know that "The Mother and the Law" has been secured for a special showing locally and will be seen at the

Among the prominent players assembled by Mr. Griffith are Mae Marsh, Robert Harron, Miriam Cooper, Ralph Lewis, Walter Long, Vera Lewis, Alberta Lee, Margaret Marsh, Tod Browning and others equally well known to patrons of the higher grade motion pictures.

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(Notice 3.)

GRIFFITH FEATURE COMING.

"A dramatic thunderbolt" is the description given D. W. Griffith's vivid story of today, "The Mother and the Law," announced as the attraction at the

Those who have been privileged to see Mr. Griffith's "Hearts of the World" and "The Fall of Babylon," will welcome this announcement of another Griffith masterpiece. His is an art that reproduces with searching fidelity the poetic charm of an evening landscape, the tender pathos of first love, the tragedy and comedy of life. Hence the coming of a Griffith production is an event of keen anticipation and expectancy.

Among the more prominent players in "The Mother and the Law" are Robert Marron, Mae Marsh, Miriam Cooper, Ralph Lewis, Walter Long, Alberta Lee and others whose names are familiar to those who patronize the higher grade motion picture features.

(Notice 4.)

GRIFFITH FEATURE ANNOUNCED

"The Mother and the Law," a new D. W. Griffith feature production, with a typical Griffith cast of players, will be the attraction at the

Mr. Griffith describes "The Mother and the Law" as a play of today founded on fact. The vivid imagery with which Mr. Griffith propounds his dramatic philosophy of life-- prominently brought out in "The Birth of a Nation" and "Hearts of the World" -- is found in this latest of his super-plays. The cast, too, is up to that high standard always maintained by this wizard of the drama, and contains such names as Mae Marsh, Robert Harron, Miriam Cooper, Ralph Lewis, Walter Long, Alberta Lee, Margaret Marsh and Tod Browning.

There are many sensational scenes in "The Mother and the Law," including one wherein an automobile races with an express train to save a human life.

(Notice 5.)

POWERFUL GRIFFITH PICTURE.

"The Mother and the Law" is the title of a powerful D.W. Griffith super-production, announced as the special attraction at the

The word powerful best explains this latest Griffith story for the reason that this wizard of the drama has furnished an intense, emotional and highly dramatic play that verges closely to tragedy, and strikes an echoing vibration in the heart and mind of the spectator. As in all Griffith productions, there are contrasting moments of comedy and exaltation, but the undercurrent of great human emotions is so strong as to cause the audience to sit spell bound by the almost irresistible whirlwind of events that lead up to the final climax.

A special musical score arranged by Mr. Louis Gottschalk adds to the beauty and appeal of this latest of the Griffith features.

(Notice 6.)

GRIFFITH ALL-STAR CAST

A thoroughly representative all-star cast of foremost players of the motion picture world has been assembled by David Wark Griffith for his tremendous dramatic story, "The Mother and the Law," to be seen here at the

Miss Mae Marsh and Mr. Robert Harron head the company, which includes the Misses Miriam Cooper, Vera Lewis, Alberta Lee, Margaret Marsh and the Messrs Ralph Lewis, Walter Long, Fred Turner and Tod Browning.

"The Mother and the Law" has been described as a "dramatic thunderbolt," and includes many sensational scenes that carry the audience in a veritable whirlwind of excitement to the final climax.

Special music has been composed for this production by Mr. Louis Gottschalk.

(Notice 7.)

VIVID GRIFFITH DRAMA

HAS MANY SENSATIONS

"The Mother and the Law," a new D. W. Griffith production of thrills and sensations, is announced as the special attraction at the

Playgoers who are familiar with Mr. Griffith's earlier triumphs, "Hearts of the World," "The Fall of Babylon," etc., will be especially interested in this recent production, wherein the genius of Griffith is again revealed through his handling of great crowds and powerful situations. True, in "The Mother and the Law," Mr. Griffith has gotten away from the smoke of battle and the scenes of combat that were so remarkably depicted in "The Birth of a Nation" and earlier works, but the new and tremendous domestic drama that he has brought into being in this latest of his works will undoubtedly prove one of his most notable contributions to the screen.

The cast for "The Mother and the Law" is thoroughly representative of a Griffith company. The principal players include Mae Marsh, Robert Harron, Miriam Cooper, Ralph Lewis, Walter Long, Alberta Lee, Margaret Marsh, Tod Browning and others whose names are familiar to those who patronize the higher form of motion pictures.

In line with his established policy of providing special music for all of his productions, Mr. Griffith has furnished an elaborate score by Mr. Louis Gottschalk. The photography by G. W. Bitzer, Mr. Griffith's chief camera man, is up to the high standard reached in "Hearts of the World" and other super-plays.

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(Notice 8.)

NEW GRIFFITH PRODUCTION

HAS MANY BIG THRILLS

"The Mother and the Law," a new David Wark Griffith production, with Mae Marsh, Robert Harron and a notable supporting company, is announced as the special attraction at the

The man who has "no use for motion pictures" undoubtedly will be converted to the films after seeing this latest work by the indomitable Griffith. From all accounts, "The Mother and the Law" is quite the most thrilling, powerful and sensational story thus far provided by the man who created such conspicuous successes as "The Birth of a Nation," "The Fall of Babylon" and "Hearts of the World."

Briefly, "The Mother and the Law"is a story of wrong and suffering, of ultimate freedom and justice. But pathos and tragedy do do not by any means dominate. A persistent thread of satire runs through the play, becoming the very woof and warp of the story. Mr. Griffith's sense of the artistic is again revealed through the relief of comedy just at the moment when the nerves are tense and the hands are holding tight to the seat.

"The Mother and the Law" deals sledge-hammer blows at some of our pet hobbies. It is an argument for the development of the individual and a potent lesson on the subject of happiness. Courage and brawn are forces in Mr. Griffith's stirring play, and the making of thoughtless and dictatorial laws is condemned in no uncertain manner through a veritable whirlwind of excitement as the play nears its tremendous climax.

As in all former Griffith entertainments, "The Mother and the Law" has been furnished with a special musical setting, while the photography is up to the high standard maintained in "Hearts of the World" and other features.

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(Notice 9.)

GRIFFITH PLAY CALLED

DRAMATIC THUNDERBOLT

"A dramatic thunderbolt" is the description given D. W. Griffith's new production, "The Mother and the Law," to be seen here for the first time at the

Laughs, thrills and suspense are admirably blended in this latest of the Griffith plays, while according to advance reports the climax is one of the most gripping and powerful denouements thus far shown upon the screen.

Mae Marsh and Robert Harron, two of the foremost players in the higher grade of motion pictures, have the principal characters in "The Mother and the Law," Miss Marsh as a young mother who is robbed of her child by an established social condition, and Mr. Harron as the young husband and father. Both of these favorites are surrounded by a company of unusual strength, including Miriam Cooper, Ralph Lewis, Walter Long, Vera Lewis, Alberta Lee, Margaret Marsh, Lloyd Ingraham and Tod Browning.

Those who are familiar with Mr. Griffith's former triumphs, "The Birth of a Nation," "Hearts of the World," "The Fall of Babylon" and "Intolerance," will take a keen interest in "The Mother and the Law," since the majority of the players are those who have figured prominently in former Griffith super-pictures, and the artistic and unusual photography is by G. W. Bitzer, whose work stands out so magnificently in all the Griffith plays.

In accordance with his established policy of providing a special musical score for each of his productions, Mr. Griffith has entrusted Mr. Louis Gottschalk, who composed the music for "The Fall of Babylon," with the exacting task of supplying an appropriate orchestral arrangement for the many important scenes and incidents of the play.

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(Notice 10)

SOCIAL CONDITIONS SCORED

IN LATEST GRIFFITH PLAY

David Wark Griffith, producer of "Hearts of the World," "The Birth of a Nation," "The Fall of Babylon" and other noted motion picture classics, strikes a resounding blow at existing social conditions in his tremendous dramatic play, "The Mother and the Law," announced as the special attraction at the

As in "Hearts of the World," Mr. Griffith's principal characters are The Girl and The Boy. The great producer, with that psychology which has marked all his former masterpieces, allows these two characters to represent the girls and boys of the world rather than any particular maiden or youth in any given country or city. It is the broad humanity of this Griffith story that gives it its greatest appeal.

Briefly, "The Mother and the Law" concerns a big strike in a mill because an employer, wanting more money for use in an absurd so-called charity campaign, cuts down the wages of his employees. A boy's father is killed in the strike, and the boy, going to the big city, is drawn into the vicious, evil ways of the life into which he is hurled. He is rescued by a girl's love. For a crime he did not commit, the boy is sent to prison; the girl's baby is forcibly taken from her by the charity workers, and the boy is unjustly condemned for murder. Following an appeal to the governor the condemned man is declared innocent, but only after a thrilling race between an automobile and the governor's train.

But "The Mother and the Law" is far from being a play of pathos and tragedy. A persistent thread of satire runs through it, and Griffith's sense of the artistic is manifest in the delightful comedy relief just at the moments when the story becomes tense.

Mr. Griffith handles great crowds in this production as he has handled them heretofore-- with matchless tact and a complete understanding of the mob spirit. The big scenes of the play are said to be thrilling and sensational, and the final climax a veritable whirlwind of realism.

(Notice 11)

LAUGHTER AND THRILLS

IN BIG GRIFFITH DRAMA

Tragedy and exhaltation, laughter and thrills, with realism that reaches almost to the breaking point, are the salient features of D. W. Griffith's poignant drama, "The Mother and the Law," to be seen here at the

Self-styled "uplifters" and other so-called charity workers, come in for scathing denunciation in this latest of the Griffith plays, and existing social conditions receive a goodly share of attention at the hands of this master dramatist-producer. One marvels at the technique of Mr. Griffith, so wonderfully revealed in "The Birth of a Nation," "Hearts of the World" and "The Fall of Babylon." His ability to sustain the interest in his stories until the final climax proves the dynamic power of the man who conceives and carries out the plots and counter-plots of his works.

"The Mother and the Law" deals largely with the injustice of circumstantial evidence as applied to those convicted of crime. His story has to do with a boy who is about to pay the extreme penalty of the law for a crime he did not commit, and who is saved only through the intervention of the governor following the confession of the real criminal. Mr. Griffith uses the characters of The Boy and The Girl to represent universal types; they might be any boy or girl of today, just as his characters of a boy and a girl in "Hearts of the World" represented all the hearts of the world then torn and bleeding through the havoc of war. It is this very psychology that has made Mr. Griffith's works stand out from other so-called features, wherein the characters have been physical rather than spiritual.

Mr. Griffith handles great crowds of people with matchless perception and discernment, and with a fine appreciation and understanding of the mob spirit. In "The Mother and the Law" he again proves his ability to truthfully present the inner feelings of the populace. His story ends in a veritable whirlwind of excitement and realism that proves irresistible.

A special musical accompaniment adds to the enjoyment of the play.

(Notice 12.)

"THE MOTHER AND THE LAW"

SHOWS POWER OF GRIFFITH.

The dynamic power of David Wark Griffith, distinguished motion picture producer, is vividly brought out in his dramatic triumph, "The Mother and the Law," announced as the special attraction to be shown on the screen of the

Mr. Griffith's amazing propaganda for freedom, forbearance and justice, as set forth in "The Mother and the Law," is declared to be the most powerful and convincing thus far presented by this master dramatist. Mr. Griffith's wide vision seems to apprehend every view of life, while his big outlook also reveals the capacity to record it in terms of art. One marvels at the technique of Griffith, so tremendously apparent in "Intolerance" and "Hearts of the World," his former triumphs, and probably even more so in "The Birth of a Nation," one of his very first super productions.

But "The Mother and the Law" is not a preachment. To the contrary it is a big, human story with all the variety, color and humor of everyday life as we know it and live it from day to day. His characters, too, are the men and women of today, whose great loves and great hopes are intermingled with small troubles and frequent sorrows, but who, through it all, never lose sight of the joy and happiness of human existance.

Mr. Griffith's amazing genius for handling great crowds also is brought out in "The Mother and the Law," and his tremendous climax, to which his audience is carried along on an irresistible whirlwind of excitement, is one of the most realistic ever conceived.

An admirable cast has been assembled for the interpretation of the story, the principal players including Mae Marsh, Robert Harron, Miriam Cooper, Ralph Lewis, Walter Long, Vera Lewis, Alberta Lee, Margaret Marsh and Tod Browning.

Special music has been provided for the production.

(Mail Order 1.)

SEATS RESERVED BY MAIL.

So great has been the demand for choice seats to see D. W. Griffith's latest super-picture, "The Mother and the Law," the management has arranged to accept mail orders immediately for the engagement at the

Patrons who are planning to see "The Mother and the Law" can take advantage of the mail order system at once. Seats will be put aside according to the time a reservation is received. In all instances a full remittance must accompany the order. Seats will be held at box office until called for. The prices will be as follows:

(Mail Order 2.)

MAIL ORDERS FOR GRIFFITH PLAY

To meet the advance demand for choice seats, mail orders will be accepted immediately for the engagement of D. W. Griffith's latest masterpiece, "The Mother and the Law," which comes to the

Patrons desiring to secure seats before the opening of the regular box office sale, can send orders by mail at once, enclosing full remittance to cover the cost of seats and Government War Tax. The prices for "The Mother and the Law" will be as follows:

(Mail Order 3.)

MAIL ORDERS TO MEET DEMAND

In order to meet the demand for choice seats to see D.W. Griffith's latest feature production, "The Mother and the Law," the management will receive mail orders immediately for the engagement at the

All mail orders must be accompanied by full remittance for the seats desired, together with Government War Tax. The prices for "The Mother and the Law" will be as follows:

(Seat Sale 1)

SEATS FOR NEW GRIFFITH PLAY

The advance sale of seats for D. W. Griffith's latest super-play, "The Mother and the Law," will begin at the box office of the

The tremendous demand for choice locations to see this Griffith masterpiece indicates capacity audiences here. The management urges patrons to secure seats in advance to avoid waiting in line at the box office on the day of the performance. Among the prominent players in "The Mother and the Law" are Mae Marsh, Robert Harron, Miriam Cooper, Ralph Lewis, Walter Long, Vera Lewis, Alberta Lee and others.

(Seat Sale 2)

SEAT SALE FOR GRIFFITH FEATURE

Seats are now on sale at the box office for the engagement of D. W. Griffith's tremendous dramatic spectacle, "The Mother and the Law," to be seen at the

Owing to the unusual advance demand for choice locations to see this latest of the Griffith super pictures, the management advises all patrons to secure seats immediately in order to avoid utter disappointment, or the annoyance of having to wait in line at the box office on the day of the performance. The prices for "The Mother and the Law" are scheduled as follows:

(Seat Sale 3.)

SEATS READY FOR GRIFFITH'S LATEST

The advance sale of reserved seats is now open at the box office for the engagement of D. W. Griffith's dramatic master picture "The Mother and the Law," to be seen at the

Interest already manifest in this noted Griffith play indicates capacity audiences throughout the engagement here, hence the management has requested that patrons take advantage of the advance sale to secure chpice locations. The scale of prices has been arranged as follows:

(SPECIAL 1.)

DAVID WARK GRIFFITH

A Brief Biography.

It falls to the lot of few men, in or out of the theatre, to occupy the position held by David Wark Griffith, the dramatic genius who produced "The Birth of a Nation," and other notable works, and whose dramatic masterpiece, "The Mother and The Law," will be seen here for a brief engagement at the

David Wark Griffith, or just plain "D.W." as he is more familiarly known in the world of the theatre and the cinema, is a man of many interesting qualities. He is that rare combination of genius and human being. His remarkable insight into the deeper feelings of his fellow men and women, an insight that enables him to register precisely the effects he desires, guided by his own unconscious mind, calling to the minds and hearts of his audience an appeal which they cannot deny, proves him a genius, while his very human side is apparent through his dealings with his players and with those who come in contact with him in the business world of the theatre.

D. W. Griffith may be said to have come into instant prominence through his "The Sands of Dee," one of his earliest feature motion pictures. But from the days of the old Biography, when he directed Mary Pickford and other present-day stars then in their making, he revealed a power that masterfully stopped at nothing to attain his ends.

"D. W." is just thirty-nine years of age. He was born in La Grange, Kentucky, the son of the late Brig. Gen. Jacob W. Griffith. He is one of five children, three boys and two girls, and is the only one of the Griffith family to become interested actively in the theatre. Following his school days in Louisville, he became an actor and appeared in the Louisville Stock Company and

in many Broadway dramatic successes. With the introduction of the motion picture as a separate and distinct feature in theatrical entertainment, he quickly joined the new field of endeavor. Not long after Griffith entered the film world he became its most prominent director.

As to the human side of Mr. Griffith, he is in every sense of the term "a good fellow." He is loved to the point of devotion by his players and in turn holds each in a strong bond of friendship and helpful understanding, hence the splendid "team work" in all Griffith productions. He is, too, a man of exceptionally strong likes and dislikes. He loathes drones and all forms of laziness and inactivity, as might be imagined from his own remarkably active and creative force and energy.

Griffith's greatest ambition in life was to become a writer. Those who have seen his "The Mother and The Law," will credit him with being one of the world's greatest writers, for he has written, through the medium of this production, one of the greatest stories of all time.

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— (SPECIAL 2.)

MUSIC AND THE MOTION PICTURE.

The relationship of music to motion pictures is a subject of interest and importance to those who follow the development of the silent drama. Just how much of the effectiveness of a screen masterpiece is due to impressions received by the ear as well as the eye is brought forth in David Wark Griffith's big dramatic production, "The Mother and the Law," to be seen at the

In this latest of the big Griffith features a special orchestra accompaniment is made part and parcel of the entertainment as a whole, the incidental music arranged by Mr. Louis Gottschalk adding materially to the interpretation of the various scenes and incidents. The score of "The Mother and the Law" is considered by Mr. Griffith of equal importance with the dramatic development of his story, to such an extent in fact that he spent several weeks on the music alone in order that every detail of his tremendous drama might have proper and appropriate musical interpretation.

D. W. Griffith may be said to be the real pioneer in discovering and introducing the value of music as a part of a motion picture entertainment. He first introduced this important factor in "The Birth of a Nation," and added to its importance both in "Intolerance" and "Hearts of the World." Now, in "The Mother and the Law" he again introduces a special orchestral accompaniment that is considered by musical experts the most ingenious weaving of music and story thus far achieved.

The important music motifs in "The Mother and the Law" include "Believe Me If All Those Endearing Young Charms," "My Wild Irish Rose," "Sweet and Low," "Roses," and a collection of old time songs such as "The Bowery," "The Sidewalks of New York" and "Sweet Rosey O'Grady." Added to these are original and operatic suggestions, including the New World Symphony and excerpts from the works of Dvorak.

Mr. Griffith's music library is one of the most complete in this country. He personally supervises the selection of all music for his productions, and in many instances has composed the melodies himself. In addition to being an actor, author and director, Mr. Griffith is a composer of no mean ability.

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(SPECIAL 3.)

MAE MARSH A GRIFFITH DISCOVERY

Popular Player in "The Mother and The Law" Was Once Stumio Extra.

The unerring eye of David Wark Griffith, genius of the motion picture, was responsible for the discovery of Mae Marsh, now prominent star of the films, who will be seen here in "The Mother and the Law," the Griffith play coming to the

The quaint charm and unquestioned histrionic ability of Miss Marsh has raised her to the position of one of the greatest of screen actresses. It was this same fanciful charm that caused D. W. Griffith to pick her from a crowd of "extra people" assembled in the old Biograph Studio in Fourteenth Street, New York, not so many years ago. In fact, Miss Marsh was not even one of the extras. She was merely applying for such a position. The clerk in charge of this work had just turned her away as unpromising when the artistic eye of Mr. Griffith-- the same eye that discovered Mary Pickford, Lillian and Dorothy Gish, Blanche Sweet, Robert Harron, Constance Talmadge, Miriam Cooper and other present-day stars-- singled her out and called her back. That was the beginning of a career that has carried Miss Marsh through many Griffith successes, including "The Birth of a Nation," "Intolerance," "The Sands of Dee" and others quite equally well known. She also scored personal triumphs in such popular film stories as "The Wharf Rat," "The Little Liar," "The Marriage of Molly-O," "Hoodoo Ann," "A Wild Girl of the Sierras" and "Child of the Paris Streets."

Miss Marsh was born on November 9, 1895, in the little town of Madrid, New Mexico. She has five sisters and one brother. Her sister Margaret also appears in "The Mother and the Law," hence local playgoers will be given an opportunity to see two members of this interesting family.

Mae Marsh is an intensely earnest and human little artiste, entirely free from that trait known as "temperament." With her earnings she is paying for the tuition of two younger sisters and also for the education of a small niece.

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(Special 4)

HOW GRIFFITH SELECTS FACES

Robert Harron's Rise Due to Famous Director's Knowledge of Pantomime.

The ability to take a boy or girl of no experience in acting and develop dramatic power and expression is one of the outstanding marks of genius in David Wark Griffith, producer of "The Birth of a Nation," "Hearts of the World," "The Fall of Babylon" and other noted works, and whose latest dramatic production, "The Mother and the Law," will be seen here at the

Those who have followed the careers of such popular motion picture stars as Mary Pickford, Lillian and Dorothy Gish, Robert Harron, Mae Marsh, Constance Talmadge, Seena Owen, Miriam Cooper, Henry Walthal and a small army of others, all of whom owe their inconspicuous beginnings and rapid rise to the encouragement and training of D.W.Griffith, have marveled at the foresight of a man who could discover and develop the hidden talent that in later years proved so marvelous.

Mr. Griffith will tell you his method is simple, that he is merely a student of expression and of expressionistic possibilities in a plastic face, and that he personally takes no credit for the dramatic ability of his players.

"I select faces," he explains, "by watching the natural expressions. Take for instance Robert Harron. 'Bobby' was an office boy when I first saw him. But he had a method of power of expression that anyone could have been impressed by. I merely brought out that expression and helped him to help himself. 'Bobby's' talent is simply dramatic ability, or rather divine afflatus, inspiration. Some players have it and some do not, and never will have it. 'Bobby' has it. That's all there is to it. What little I have been able to do for him or for any of the other players with whom I have been associated, is merely to provide the channel for the outlet of this divine gift."

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(Special 5)

ART AND FRECKLES

Mae Marsh, Prominent Griffith Star,
Talks of Beauty and Other Things.

"I would like to have it understood that I am not the most beautiful motion picture star. I have freckles!" That is the very frank statement from Mae Marsh, prominent D.W.Griffith player who will be seen here when Mr. Griffith's tremendous dramatic story, "The Mother and the Law," is shown at the

"Who ever heard of a ravishing beauty with freckles?" asks Miss Marsh. "Neither am I the youngest leading lady in pictures. Mary Pickford and Dorothy Gish are younger than I. I am not an expert swimmer, nor am I a good horsewoman. Every time I read about an actress she is invariably the most beautiful, talented, athletic player of them all. None of these descriptions applies to me."

But in spite of Miss Marsh's indictment against herself and her charms, those who have watched the meteoric rise of this popular young star recognize in her that elusive something that caused D. W. Griffith to pick her out from a crowd of extra players and develop her talent until she stands today at the very zenith of a brilliant career.

Perhaps none of the present-day stars of the films has made greater strides in their art than Miss Marsh. She is excellent in comedy roles, and in those heavy, intensely emotional parts she is perhaps without a peer. Few of Mr. Griffith's productions have given Miss Marsh a greater opportunity than "The Mother and the Law," in which she is seen as a young wife and mother fighting to save her husband from paying the extreme penalty of the law for a crime he did not commit. Under the Griffith magic her work blooms to a prevailing heroism, a steadfastness and strength of purpose that strikes an echoing vibration in the heart and mind of the spectator. Facially, and in her gestures and bearing as well, she reflects the gamut of woman's joy and sorrow, bringing countless facts of dramatic value to her rendition of the role of The Little Dear One.

Mae Marsh comes of a family of seven children. Her sister Margaret also appears in "The Mother and the Law."

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(Special 6)

GRIFFITH'S FAMOUS MOB SCENES

Great Producer is Past Master of the Art of Directing Crowds.

Back in 1914 the American playgoing public was afforded the first real opportunity to see tremendous crowds in the films. The first production of this character to achieve phenomenal success was David Wark Griffith's "The Birth of a Nation." This tremendous assemblage of human beings in one colossal throng received widespread attention both in this country and throughout Europe. Later Mr. Griffith even surpassed this gathering of multitudes when he brought forth his second feature, "Intolerance," in which more than 125,000 men, women and children appeared, countless horses and other animals, and wherein doves bearing cupid's messages flew about in colorful scenes of splendor and ancient luxury. Following "Intolerance" came "Hearts of the World," many of the scenes of which were secured on the battlefields of France. In this production close to a million human beings were seen in the colossal gatherings, the great tramp of marching men, the refugees fleeing from devastated French villages.

And now Mr. Griffith again brings to the motion picture patrons a production in which thousands upon thousands of persons are seen in one seething, angry mob. This picture is "The Mother and the LaW," to be seen at the

In "The Mother and the Law" Mr. Griffith shows a great mill strike with its resultant crowds of dissatisfied employees, street brawls, the assembling of the curious in a great court room where a boy is being tried for a crime he did not commit, the rushing multitudes of the great city, the inside of a prison filled with men and women who have had to pay for their mistakes and follies.

Griffith handles great crowds with matchless tact. He discovers outdoor pictorial effects with the unerring eye of the painter. Somehow a Griffith production is a college in itself, a university where one can learn the great lessons of life merely by sitting still and watching the reflections from the Griffith brain as they move across the silver sheet.

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(Special 7)

INVENTED THE "CLOSE-UP."

D.W.Griffith Also Introduced Other Film Innovations.

The popular "close-up", known to every motion picture patron the world over, is the invention of David Wark Griffith, whose latest super production, "The Mother and the Law," will be seen for a limited engagement at the

It was in a little out-of-the-way motion picture theatre in New York City where spectators first saw the "close-up." They had always seen figures in the far-off. But here was a face as full and close as a mother's over a cradle-bed. It so startled the audience that they thought the picture was out of focus and began to stamp their feet and cry, "Where are their legs?" Soon the novelty delighted them and they applauded the large figures on the screen.

David Wark Griffith created the "close- up." And later came other historic improvements from the ever-searching brain of the man who has for years stood quite alone in the world of the motion picture art as the producer of super entertainment. Mr. Griffith brought suspense to the films by the introduction of what is known as

the "cut-back." And then came the "fade-away," the "long-shot" and on and on until now he stands acknowledged the supreme dramatic genius of the age. While others have since used these tools, it was Mr. Griffith who placed them in their hands and taught them how. And yet, to his credit and because of his love of the motion picture as an art and an educational medium, he graciously has enacted no royalty for their use.

David Wark Griffith is the producer of "The Fall of Babylon" "The Mother and the Law," "The Birth of a Nation,""Hearts of the World" and numerous other feature productions that now occupy a prominent position in the world of entertainment and spectacle.

Mr. Griffith is but thirty-nine years of age. He was born in La Grange, Kentucky, the son of Colonel and Mrs. Jacob W. Griffith. He is one of five children, and the only member of his family to become actively engaged in the theatre. He was educated in Louisville, became an actor and appeared in many Broadway dramatic successes. When the motion picture industry was in its babyhood Mr. Griffith brought forth such prominent stars of the present day as Mary Pickford, Blanche Sweet, Mae Marsh, Robert Harron, Lillian and Dorothy Gish and others.

Mr. Griffith resides in Los Angeles, California, where his mammoth studios are located.

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(Special 8)

ROBERT HARRON'S FIRST SALARY

Famous Young.Movie Star Once
Worked for $5. a Week.

From a weekly wage of $5. to one of the largest salaries paid to any leading man in motion pictures is the metamorphosis of earning power in the career of Robert Harron, the brilliant young actor discovered by D. W. Griffith, who will be seen here when "The Mother and the Law," is shown at the

Robert Harron---or "Bobby" as he is familiarly known to his associates at the Griffith studio--has been in pictures less than ten years, and in the last four years of that period has risen with remarkable rapidity from "just a good actor " to a position of supreme prominence in several of the greatest productions in the history of the screen.

"I was going to a parochial school," he says, "and one day I asked the Brother to let me know the next time he heard of a place for a boy. A little later the Brother sent me around to the Biograph studio. The man in charge put me to work in the cutting room at a salary of five dollars a week."

Mr. Harron remained at the old Biograph studio until L. W. Griffith, attracted by his facial expressions, decided to give him an opportunity as an actor. The result was that Mr. Griffith took the young man to California when he departed from New York to produce "The Birth of a Nation," and gave him a prominent part in that tremendous production.

"Bobby" Harron's splendid ability as a film star has been demonstrated in "Intolerance," "Hearts of the World," and in his present medium, "The Mother and the Law," in which he will be seen here with Mae Marsh, Miriam Cooper, Ralph Lewis, Walter Long and the big cast of players prominent in this Griffith success.

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(Special 9)

THE "MOVIES" AND THE "TALKIES."

Same Principles Apply to Both Stage and Screen, Says D.W. Griffith.

After all, human nature does not change. And by the same token, the appeal of the motion picture and that of the play of the spoken stage is governed by the same underlying principles. These are the observations of that master of picture-making, David Wark Griffith, whose tremendous dramatic story, "The Mother and the Law," will be seen here for the first time at the

Mr. Griffith is a great believer in the power of suggestion. Aside from his magical mastery of the more obvious appeal of the motion picture, he has revealed an amazing power for evoking subconscious emotions and memories, merely by the art of suggestion. The members of a Griffith audience may not realize the nature of the spell that charms them into delighted interest, but they feel it as surely as though the characters were there before them, speaking the very words their own lips are forming as they watch the development of the Griffith story.

"The great human family is made up of people of all classes and all degrees of education," says Mr. Griffith, "from the men and women who receive the majority of their impressions merely by seeing, to those who depend upon psychology and other functions and powers of the mind. A motion picture or a play of the spoken stage, in order to appeal to all these classes, must possess an alliance of the arts, appealing alike to the masses as well as to those who have a comprehensive understanding of painting, poetry, sculpture, architecture and music. There must always be much more than appears on the surface. The appeal must be deeper and truer than the machine-made products of the mere realist."

In the great court-room scene of "The Mother and the Law" Mr. Griffith demonstrates his belief in the power of suggestion, the thrilling reactions from the screen to the audience resulting in a climax that is little short of a veritable whirlwind of excitement and genuine emotion.

(Special 10)

CIRCUMSTANTIAL EVIDENCE

Griffith's "The Mother and the Law" Shows Injustice of Suspicion.

The injustice of circumstantial evidence, as determined through suspicion and "putting two and two together," is one of the big subjects masterfully handled by D. W. Griffith in his latest dramatic story, "The Mother and the Law," the first local showing of which will be given at the

Throughout this latest of the Griffith super-pictures there is a series of incidents wherein circumstantial evidence almost wrecks the lives of simple people whose intentions and motives have been of the best, but when seen through the eye of suspicion and jealousy are so twisted and distorted as to make them appear of the worst possible character. In the big climax of the play, called by many critics "a dramatic thunderbolt," a young husband and father is at the very threshold of an untimely and unwarranted end merely through a chain of circumstance over which he had no control. He is saved from paying the extreme penalty of the law for a crime he did not commit solely through the love and faith of a heroic woman and the triumph of truth and fact over circumstance.

Again in "The Mother and the Law" a lovable little mother, robbed of her own precious baby through the activities of so-called charity workers, is peeping through the curtained windows of a home where a baby is the light and life of the family. As she stands peering, an officer of the law sees her and immediately surmises that she is a thief prowling in the night. And just because of a great love and a powerful hungering for her own lost happiness she barely escapes arrest and imprisonment. As in the former case, circumstances would have convicted her.

It is doubtful whether any producer could handle situations of this kind with the consummate art of Griffith. His "Mother and the Law" is an amazing propaganda for freedom, tolerance, justice and truth. That he has dealt powerfully with his subjects is made evident by the success of this latest of his masterpieces.

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(Review of Opening - A.)

"THE MOTHER AND THE LAW"

Powerful Griffith Production Seen
Here by Capacity Audience.

A capacity audience turned out yesterday to see David Wark Griffith's powerful dramatic picture, "The Mother and the Law," shown here for the first time at the

Here indeed is a masterpiece that will not only appeal to the regular motion picture enthusiast, but to those men and women who frequently declare they have "no use for moving pictures." If ever a production was put forth worthy the attention of every man, woman and child in this or any other community, "The Mother and the Law" is the one. Far above its purely entertaining qualities (and it has a wealth of these) it is undoubtedly as great a preachment against certain social conditions, fake "uplifters," false charity workers and others who wear a mask to cover their real characters, as could possibly be conceived.

And yet "The Mother and the Law" must not be considered a sermon. Sermons seldom have the laughter and satirical qualities of this Griffith work. It fairly bubbles with that human and intimate humor that has characterized everything done by Mr. Griffith. It was this same sense of delightful comedy that stood out so dominately in "The Birth of a Nation," "Hearts of the World" and other earlier Griffith plays and spectacles.

Briefly, the story of "The Mother and the Law" has to do with a mill strike, wherein an industrial magnate, wanting more money for his so-called charities, stands against his employees in their resentment of unwarranted cuts in wages. A boy's father is killed, and the boy, going to the big city, is drawn into vicious and evil ways from which he is rescued by a girl's love and faith. For a crime he did not commit, the boy is sent to prison, is unjustly condemned for murder, and after a thrilling race between an automobile and an express train, is saved from paying the extreme penalty of the law.

The superb company of players includes Mae Marsh, Robert Harron, Miriam Cooper, Ralph Lewis, Alberta Lee, Mildred Marsh, Tod Browning and others of the Griffith standard.

A special musical score is an added feature and greatly enhances enjoyment of the production.

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(Review of Opening - B)

GRIFFITH SCORES TRIUMPH

"The Mother and the Law" Shown Here
Amid Tremendous Enthusiasm.

Again has David Wark Griffith come forth, and by sheer force of his indisputed dramatic philosophy and unchallenged supremacy in the world of the motion picture, offered a dramatic production that for humanness, vitality and power has not heretofore been approached. Such a production is "The Mother and the Law", seen here for the first time yesterday at the

Few of Mr. Griffith's productions have afforded such intense emotional roles as those of The Boy and The Girl in this story. Both characters are humanly typical of those precious lives almost sacrificed on the altar of wage earning. It would be well if more men emulated Mr. Griffith in an effort to let the world see these people, too often submerged beneath the artificial pomp and exclusiveness that is supposed to represent worldly success. Under the Griffith magic these altogether worthy people bloom to a prevailing heroism, a steadfastness and strength of purpose that strikes an echoing vibration in every human heart.

"The Mother and the Law," is the simple yet tragic story of a little mother's fight against existing social conditions to save her husband from paying the extreme penalty for a crime he did not commit. The husband is sent to prison, the little mother's baby is forcibly taken from her by the so-called "uplifters," and the young husband and father is on the very verge of the scaffold when, after a thrilling race between an automobile and a fast moving express train, his life is saved through the intervention of the Governor. It is an amazing propaganda for freedom, tolerance and justice, and those who saw it yesterday knew that no one but David Wark Griffith could have done it as he did it.

The play throughout is a succession of thrills and sensations that brought the big audience to its feet in storms of enthusiasm and excitement. Much applause was accorded such prominent players as Mae Marsh, Robert Harron, Miriam Cooper, Ralph Lewis and Walter Long.

"The Mother and the Law" is in every sense a masterpiece, and its enjoyment is further enhanced by a special musical score arranged by Mr. Griffith for the proper interpretation of the story.

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(Review of Opening - C.)

GRIFFITH THRILLS AUDIENCE

"The Mother and the Law" Proves Genuine Dramatic Triumph.

David Wark Griffith's "The Mother and the Law" is in every sense of the term a genuine "thriller." Its presentation yesterday caused a veritable sensation at the

There are some people who still remain skeptics so far as motion pictures are concerned. Should such a one take the time to see this Griffith masterpiece - its tragedy, its pathos, its comedy, the truly remarkable beauty of its big scenes - that one would be converted for all time to the Griffith standard of cinema art. Surely the man who has "no use for moving pictures" is to be pitied. It is a form of entertainment that is growing in power and beauty with almost unbelievable speed. And yet to David W. Griffith it becomes merely a piece of clay in the hands of a great sculptor, to be molded and twisted into exquisite harmonies by this master artist of the silver sheet.

D. W. Griffith has done many fine things, but "The Mother and the Law," by reason of its great humanness and its argument for tolerance, justice and truth, must take its place as quite the finest thing he has done. It is a production of poignant realism, almost heartrending pathos at times, thrilling situations and a succession of sensational scenes that carry the spectator along on a whirlwind of emotions to the final climax.

Griffith's handling of great crowds again proves his matchless tact and ability in this direction. His outdoor pictorial effects and the poetic charm of his landscapes are the finest expressions of true art. These elements of the Griffith ensemble are brought out most forcefully in "The Mother and the Law", and blend perfectly with the tragedy and comedy of life represented by the work of the players. Even the subtitles of a Griffith production are invariably the lines of a poet.

As to the story of "The Mother and the Law," it has to do with the struggles of what we are pleased to call the common people against a set of social conditions as false as they are unfair. An industrial magnate, bent upon impressing the world with his so-called "uplift work," reduces the wages of his employees to further his false charities. There is a strike at the mill, wherein a man is killed. The son of the murdered man leaves the mill town for the big city, where he is drawn into vicious ways and evil companionships. For a crime he did not commit, the boy is sent to prison. His young wife is robbed of their baby by the charity workers of the community. Then begins a fight on the part of the little wife and mother against the circumstances into which she has been forced. In the end love and truth conquer and the unhappy family is united in peace and happiness.

One of the big scenes of the play shows a race between an automobile and the Governor's train, the driver of the motor car overtaking the fast express in time to secure the executive's pardon and save the boy from paying the extreme penalty of the law. This scene is masterfully handled by Griffith and brings the audience to its feet with excitement and applause.

Among the players who are seen to excellent advantage in "The Mother and the Law" are Mae Marsh, Robert Harron, Miriam Cooper, Ralph Lewis, Walter Long, Vera Lewis, Mildred Marsh, Tod Browning, J. C. McClure, Lloyd Ingraham, Frank Brownlie and Barney Benard.

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D. W. GRIFFITH'S

DRAMATIC THUNDERBOLT

"THE MOTHER And THE LAW"

A PLAY OF TODAY FOUNDED :: ON FACT ::

An expansion of the modern story originally related in "Intolerance"

Produced Personally by

DAVID WARK GRIFFITH

D. W. GRIFFITH C 1919 SERVICE

MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH'S

Tremendous Spectacle

"THE FALL OF BABYLON"

A PURPLE ROMANCE OF ANOTHER DAY

(BASED ON THE BABYLONIAN EPISODE IN "INTOLERANCE")

Produced Personally by

David Wark Griffith

CREATOR OF

"The Birth Of A Nation"

"Hearts Of The World"

"The Mother And The Law"

AND OTHER NOTABLE MASTER PRODUCTIONS

125,000 PLAYERS IN THE PRODUCTION
7,500 HORSES

THE GREATEST PICTURE WHICH THE WORLD'S GREATEST MASTER OF PICTURE-MAKING HAS TURNED OUT." - - Los Angeles Times.

D.W. GRIFFITH C 1919 SERVICE

file 1919 Gen (13) m.d.

1. THE FALL OF BABYLON

Copyright 1918 by D.W. Griffith.

2. Being the Babylonian story from
"Intolerance"
with changes and additions.

3. CAST OF CHARACTERS

The Mountain Girl . . . . . Miss Constance Talmadge
The Princess Beloved. . . . . Miss Seena Owen
The Rhapsode. . . . . Elmer Clifton
Belshazzar. . . . . Alfred Paget
Cyrus . . . . . George Seigmann
High Priest of Bel. . . . . Tully Marshall
The Judge . . . . . George Fawcett
A Mighty Man of Valor . . . . . Elmo Lincoln
Nabonidus . . . . . Carl Stockdale
Of the Court--Misses Mildred Harris,
Pauline Starke, Alma Reubens,
Winifred Westover.

4. Of this picture Reverand A. H. Sayce, of the British Museum, the world's leading Assyrioligist writes:

"These Babylonian scenes are magnificent and true to facts. I do not thing anything comparable to it has ever been staged before."

5. The story of a city -- of those who loved that city -- and of a young girl who came down from the mountains to get a new dress -- and incidentally became a part of one of the world's greatest adventures.

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167. Belshazzar at last convinced by his own servants.

168 Belshazzar's despairing call.

169. Belshazzar finds only twelve guards to defend his palace gates against the hordes of Cyrus.

170. The princess' vain appeal.

171. To save Belshazzar the disgrace of captivity, they send him back to his throne.

172. At the threshold of death.
The Farewell.

173. "Honor commands that you go with your King to the death halls of Allat, Come! "

174. "To God the Glory! Long live Cyrus, King of Kings, and Lord of Lords ! "

175. The citizens before the judge appointed by the visitors.

176. "We found this girl fighting with the defenders."

177. "Run her through the body and cast her on the dunghills! "

178. "She is no traitress - Oh, Light of the
Stars! She but fought for --
for her country.

179. The judgment is that be banished from
Baylong forever.

180. "With my good spear, courage and love,
I shall make a new world for thee --
Whither thou goest - Shall I go also"

181. So not in vain --
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Ishtar - Goddess of eternal love --

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1. THE FALL OF BABYLON

Copyright 1918 by D.W. Griffith

2. Being the Babylonian story from
"Intolerance"
with changes and additions.

3. CAST OF CHARACTERS

The Mountain Girl.....Miss Constance Talmadge
The Princess Beloved...Miss Seena Owen
The Rhapsode.....Elmer Clifton
Belshazzar.....Alfred Paget
Cyrus.....George Seigmann
High Priest of Bel.....Tully Marshall
The Judge.....George Fawcett
A Mighty Man of Valor..Elmo Lincoln
Nabonidus.....Carl Stockdale
Of the Court--Misses Mildred Harris,
Pauline Starke, Alma
Reubens, Winifred Westover.

4. Of this picture Reverend A.H. Sayce, of the British Museum, the world's leading Assyrioligist writes:

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REEL SEVEN

167. Belshazzar at last convinced by his own servants.

168. Belshazzar's despairing call.

169. Belshazzar finds only twelve guards to defend his palace gates against the hordes ofCyrus.

170. The Princess' vain appeal.

171. To save Belshazzar the disgrace of captivity, they send him back to his throne.

172. At the threshold of death.
The Farewell.

173. "Honor commands that you go with your King to the death halls of Allat, Come!"

174. "To God the Glory! Long live Cyrus, King of Kings, and Lord of Lords!"

175. The citizens before the judge appointed by the visitors.

176. "We found this girl fighting with the defenders."

177. "Run her through the body and cast her on the dung-hills!"

178. "She is no traiteress -- Oh, Light of
the Stars! She but fought for --
for her country!"

179. The judgment is that she be banished from
Babylon forever.

180. "With my good spear, courage and love,
I shall make a new world for thee --
Whither thou goest -- shall I go also."

181. So not in vain --
the Boy's prayers to Ishtar
Ishtar -- Goddess of eternal love --

IN ACCOUNT WITH

FORTY SECOND STREET BRANCH

CENTRAL UNION TRUST COMPANY OF NEW YORK

FORTY SECOND STREET AND MADISON AVENUE

D. W. Griffith Studios,
1476 Broadway,
New York City

AUG - 1919

AUG 1919

	DATE	CHECKS	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSI
1							Balance	
2							25	d 20,000
3	26	328.00 -					INTO	d
4								
5		5,000.00 -						
6	27	2,130.86 -						
7		51.25 -						
8		10,987.00 -						
9		36.20 -						
10		20.51 -						
11	30	38.85 -						
12		100.00 -						
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NO ERRORS OR CORRECTIONS WILL BE FOUND THIS ACCOUNT WILL BE CONSIDERED CORRECT

D. W. G. Studio

Studio

C-U Trust Co

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

IN ACCOUNT WITH

FORTY SECOND STREET BRANCH

CENTRAL UNION TRUST COMPANY OF NEW YORK

FORTY SECOND STREET AND MADISON AVENUE

D.W.GRIFFITH STUDIO'S.
720 LONGACRE BLDG.,
N.Y.CITY.

SEPT-1919

SEP 1919

	DATE	CHECKS	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
1			12	4.50 -		30.94 -	Balance	
2	2	36.00 -		25.20 -		30.94 -		1,307.46
3		48.00 -	13 15	52.00 -		33.75 -	4	5,000.00 d
4	3	17.18 -		17.50 -		9.00 -	15	20,000.00 d
5		48.00 -		52.00 -		34.86 -		
6		20.60 -	15	57.00 -		29.38 -		
7	4	48.00 -		38.50 -		9.00 -		
8	5	2,362.50 -		45.50 -		4.50 -		
9		95.00 -		35.42 -				
10		250.00 -		34.38 -	17	71.00 -		
11		10.00 -		35.42 -		12.37 -		
12				35.42 -		5,250.00 -		
13	7	52.00 -		35.42 -		7.00 -		
14	9	11.25 -		59.50 -		33.19 -		
15		9.00 -		43.33 -		33.75 -		
16		13.50 -		35.42 -		29.38 -		
17		8.25 -		35.42 -		35.42 -		
18		40.50 -		59.50 -		1,000.00 -		
19		24.58 -		35.42 -		85.00 -		
20		100.00 -		38.50 -		35.42 -		
21		21.00 -		59.50 -		16.50 -		
22		17.05 -		30.94 -		27.00 -		
23		59.00 -		31.50 -		31.50 -		
24		9.00 -		67.50 -		13.50 -		
25		9.00 -		10.69 -		41.88 -		
26		4.50 -		6.75 -		24.18 -		
27		9.00 -		28.68 -	18	1,000.00 -		
28		10.50 -		24.18 -		40.97 -		
29		5.75 -		29.38 -		31.50 -		
30		9.00 -		22.50 -		38.50 -		
31		13.25 -		26.44 -	19	59.50 -		
32		4.50 -		28.68 -		9.00 -		
33		3.50 -		28.68 -		27.56 -		
34		11.25 -		41.88 -		24.50 -		
35		11.25 -		24.18 -		24.50 -		
36		18.00 -		25.81 -		58.62 -		
37		9.00 -		27.00 -		35.42 -		
38		4.50 -		13.50 -		35.00 -		
39		4.50 -		24.18 -		14.00 -		
40		9.00 -		29.25 -				
41				71.00 -	20	15.75 -		
42	10	32.40 -		38.50 -		15.75 -		
43		11.25 -		38.50 -		35.00 -		
44		4.50 -		100.00 -		21.00 -		
45		3.50 -		27.51 -		21.00 -		
46		10.50 -		35.42 -		1,000.00 -		
47		4.50 -		35.42 -		29.38 -		
48		4.50 -		35.42 -	22	1.13 -		
49	17	9.00 -	11	35.42 -		31.50 -		
50				35.42 -		9.00 -		
				24.38 -		2,184.11 -	150	
				31.50 -	10			

BALANCE 9163 27

IF NO ERRORS ARE REPORTED IN TEN DAYS, THE ACCOUNT WILL BE CONSIDERED CORRECT.

IN ACCOUNT WITH

FORTY SECOND STREET BRANCH

CENTRAL UNION TRUST COMPANY OF NEW YORK

FORTY SECOND STREET AND MADISON AVENUE

SEP 1913

D.W.GRIFFITH STUDIO'S,
720 LONGACRE BLDG.,
N.Y.CITY.

	DATE	CHECKS	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
1							Balance	9,163.27
2		24.42 -						
3		21.00 -						
4		83.75 -					INT	10.20
5		6.75 -						
6		19.25 -						
7		41.13 -						
8								
9	5	51.19 -						
10		29.38 -						
11		24.18 -						
12		38.50 -						
13	6	1,000.00 -	11					
14	7	526.00 -						
15	9	2,579.44 -						
16	10	50.00 -						
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							BALANCE	4678.48

IF NO ERRORS ARE REPORTED IN TEN DAYS, THE ACCOUNT WILL BE CONSIDERED CORRECT.

NO INTEREST ALLOWED ON BALANCES UNDER $1,000

IN ACCOUNT WITH

FORTY SECOND STREET BRANCH

CENTRAL UNION TRUST COMPANY OF NEW YORK

FORTY SECOND STREET AND MADISON AVENUE

D.W.GRIFFITH STUDIOS.

Oct-1919

	DATE	CHECKS	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
1		22.10 -					Balance	
2		28.34 -						67,694.95
3		1,500.00 -					INTO	36.09
4								
5	30	200.00 -						
6								
7		500.00 -						
8		760.36 -						
9		10.00 -						
10		345.92 -						
11		700.00 -						
12		50.00 -						
13		500.00 -						
14		252.48 -						
15		45.83 -						
16		200.00 -						
17								
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							BALANCE	35895

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196
241
256
261
267
273

~~196~~ ✓

~~241~~ ✓

256 – 35.31

~~261~~ ✓

273 – 800.00
276 – 4.75
280 – 34.95
81 – 150.00
2 – 32.30
3 – 200.00
4 – 145.00
5 – 62.00
6 – 83.33
7 – 237.50
8 1469.59

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

IN ACCOUNT WITH

FORTY SECOND STREET BRANCH

CENTRAL UNION TRUST COMPANY OF NEW YORK

FORTY SECOND STREET AND MADISON AVENUE

D.W.GRIFFITHSTUDIO'S,
720 LONGACRE BLDG.,
N.Y.CITY.

	DATE	CHECKS	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
1							Balance	4,678.48
2	1	50.35 -		30.00 -				
3							3	20,000.00 d
4	2	500.00 -		9.06 -				
5		7.00 -		8.16 -			11	10,000.00 d
		69.12 -		100.00 -				
6	6	2,861.05 -		11.30 -				35,486.75 d
7				12,773.80 -				
8	7	2,000.00 -		45.29 -			16	5,254.57 d
9		2,724.40 -		595.49 -			17	10,000.00 d
10		5.57 -		1,369.25 -				22,350.00 d
11		3.23 -		653.20 -				10,000.00 d
12		95.00 -						
13	8	8.00 -		18.77 -			27	4,304.07 d
14		11.25 -		1,600.00 -			28	22,736.30 d
15		784.14 -		1,500.00 -				
16		11.67 -		126.65 -				
17		129.00 -		210.96 -				
18	9	10.30 -		2.12 -				
19	9	50.00 -						
20	10	436.80 -		25.71 -				
21	11	97.93 -		550.00 -				
22		1,500.00 -		400.00 -				
23		633.64 -		2,000.00 -				
24		4,303.71 -		48.86 -				
25		4,921.25 -		5.35 -				
26		7.61 -		50.00 -				
27				11,272.72 -				
28		7.05 -		118.22 -				
29		3.75 -		29.55 -				
30		486.75 -		3,000.00 -				
31		121.85 -	29	500.00 -				
32		5.80 -	29					
33		127.39 -	29	49.33 -				
34	15	5,250.00 -	29	75.45 -				
35	15	65.70 -	29	527.40 -				
36	15	140.00 -	29	21,949.62 -				
37	16	285.00 -	29	618.96 -				
38	16	48.93 -						
39	17	500.00 -						
40		100.00 -						
41		10,166.58 -						
42		126.82 -						
43		1,500.00 -						
44		801.97 -						
45		1,552.76 -						
46		220.00 -						
47		175.00 -						
48		10.00 -						
49		34.62 -						
50		9.77 -						
		94.80 -						
		5.20 -						
		500.00 -						BALANCE

IF NO ERRORS ARE REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT

CENTRAL UNION TRUST COMPANY OF NEW YORK

FORTY SECOND STREET BRANCH

CHARGE TO ACCOUNT OF D. W. Griffith Studios

DRAW CHECK TO Jos A Branger & Harriman 2/13 $ 200.00

FOR returned account closed

DATE Oct 30. 1919 £0 30 1

JAN 1920 No. 38 ACCOUNTANTS

IN ACCOUNT WITH

FORTY SECOND STREET BRANCH

CENTRAL UNION TRUST COMPANY OF NEW YORK

FORTY SECOND STREET AND MADISON AVENUE

NOV 1919

D. W. Griffith Studios,
720 Longacre Building,
New York City

Nov — 1919

	DATE	CHECKS	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
1		1,500.00 -					Balance	70,996.14
2		556.00 -					3 6	51,796.76 d
3		16,341.63 -					1 To	80.46 d
4		2,053.20 -						
5	2 5	2,000.00 -						
6		280.00 -						
7		617.50 -						
8		1,000.00 -						
9		535.20 -						
10	2 6	500.00 -						
11	2 6	1,313.77 -						
12	2 6	5.20 -						
13	2 6	57.86 -						
14	2 6	1,664.24 -						
15	2 6	8.54 -	16					
16	2 6	1.10 -						
17	2 8	278.35 -						
18	2 8	95.00 -						
19	2 9	2000.00 -						
20	2 9	3500.00 -						
21	2 9	2,025.21 -						
22	2 9	144.00 -						
23	2 9	51.69 -						
24	2 9	500.00 -						
25	2 9	2,300.00 -						
26	2 9	1,441.26 -						
27	2 9	500.00 -						
28	2 9	301.95 -						
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								BALANCE 81960 79

IF NO ERRORS ARE REPORTED IN TEN DAYS, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE PROMPTLY ANY CHANGE OF ADDRESS.

IN ACCOUNT WITH

FORTY SECOND STREET BRANCH

CENTRAL UNION TRUST COMPANY OF NEW YORK

FORTY SECOND STREET AND MADISON AVENUE

NOV 1919

D. W. Griffith Studios

	DATE	CHECKS	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
							Balance	
1	1	237.50	11	30.00	17	5,298.45		35,895.25
2		150.00		30.00		15,347.36	7	d 30,195.93
3		83.33		1,215.84		66.12	11	d 53,236.58
4		145.00		39.77		500.00	17	d 22,486.95
5		800.00		78.69		250.00	18	d 24,984.28
6	3	32.30		1,500.00		225.50	19	d 50,000.00
7		120.00		15,707.83		500.00		
8		79.01		75.00		16.59		
9		289.60		1,531.14		274.50		
10		702.00		1,000.00		108.00		
11		13,050.55		666.54	18	58.00		
12		34.95	12	24.00		1,000.00		
13		92.48		105.00		313.41		
14	5	41.27		4,000.00		50.00		
15		62.00		39.54		500.00		
16		1,469.59		222.07		15.00		
17		22.10		100.00		27.50		
18		82.98		703.20		1,500.00		
19		200.00		178.28		100.00		
20		141.66		127.47	19	250.00		
21		14.55		190.17		1,250.00		
22		500.00		25.00		199.96		
23		9.20		173.98		114.69		
24	3	125.00	13	517.22		196.66		
25		150.00		450.00		19.77		
26		100.74		300.00		25,000.00		
27		300.00		100.00		100.00		
28	7	20.35		1,000.00		444.00		
29		10.00	14	22.90		354.03		
30		1,633.00		553.16		1,000.00		
31		500.00		64.49		700.00		
32		74.00		61.70		25.00		
33		64.70		447.96		225.00		
34		186.60		10.50		250.00		
35		539.00		68.52		4,639.16		
		1,365.70		41.65		1,280.36		
36		294.32		2,000.00		700.00		
37	3	42.60		100.00		37.00		
38		739.57		206.87		864.00		
39		215.60		3,200.00		2,000.00		
40		60.45		381.89		500.00		
41		2.00		8.65		300.00		
42		107.00		223.00		123.37		
43		453.00		500.00		1,000.00		
44		1,500.00		250.00		145.00		
45	10	218.98		340.18		545.00		
46		17.00		380.97		872.00		
47		4.75		1,000.00		649.80		
48		700.00		90.00		1,500.00		
49		262.00		140.00	100	80.00		
50				10,000.00		20.00		
						51.52		BALANCE

IF NO ERRORS ARE REPORTED IN TEN DAYS, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE PROMPTLY ANY CHANGE OF ADDRESS.

IN ACCOUNT WITH

FORTY SECOND STREET BRANCH

CENTRAL UNION TRUST COMPANY OF NEW YORK

FORTY SECOND STREET AND MADISON AVENUE

D.W.GRIFFITH STUDIO'S,
720 LONGACRE BLDG.,
N.Y.CITY.

DEC - 1919

DEC 1919

	DATE	CHECKS	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
1			1	33.78 -	24	113.00 -	Balance	
2	DEC 1	81.74 -	1	699.81 -	24	143.65 -		81,960.79
3	DEC 1	1,000.00 -	1	713.63 -	24	120.50 -	2	d 26,592.70 ✓
4	DEC 1	1,894.63 -	1	1,584.86 -	24	1,035.16 -		
5	DEC 1	18,642.40 -	1	100.00 -			10	d 36,186.99 ✓
6	DEC 1	400.00 -	2	5,298.45 -	26	400.00 -		
7	DEC 1	1,206.00 -	2	582.21 -	26	500.00 -	16	d 42,949.47 ✓
8	DEC 1	5,000.00 -	2	845.07 -	26	197.50 -	23	d 35,751.90 ✓
9	DEC 1	10.00 -	2	205.79 -	27	1,276.81 -	30	d 33,985.74 ✓
10			2	521.00 -	27	9.67 -		
11	2	3,000.00 -	2		27	3,479.39 -	INT	104 98.50
12	2	5,994.77 -	2	32.70 -	29	14,980.16 -		
13	2	3,800.00 -	2	3.89 -	29	2,000.00 -		
14	2	200.00 -	2	575.00 -	29	4,500.00 -		
15	2	35.31 -	2	271.00 -	29	3,362.33 -		
16	2	2,138.24 -	2	94.26 -	29	1,000.00 -		
17	2	275.00 -	2	1,000.00 -	29	200.00 -		
18	3	154.68 -	2	835.90 -	29	353.50 -		
19	3	1,444.45 -	2	558.88	30	3,000.00 -		
20	5	1,500.00 -	2	200.00 -	31	19.58 -		
21	5	1,052.49 -	2	75.21 -	31	26,000.00 -		
22	5	87.27 -	2	1,948.67 -	31	1,943.37 -		
23	5	5.57 -	2	1,088.37 -				
24		40.00 -	2	77.00 -				
25			2	1,417.99 -				
26		4,000.00 -	2	40.00 -				
27		300.00 -	2	300.70 -				
28		200.00 -	2	3.06 -				
29		81.20 -	2	3,000.00 -				
30			2	18,244.22 -				
31	8	485.00 -	2	200.00 -				
32	8	1,410.43 -	2	500.00 -				
33	8	217.25 -	2	250.00 -				
34	8	514.76 -	2	480.46 -				
35	8	523.45 -	2	500.00 -				
36	8	308.65 -	2	1,000.00 -				
37	8	19,256.52 -	2	5,994.78 -				
38			2					
39	9	728.00 -	2	400.00 -				
40	9	1,751.15 -	2	727.37 -				
41	9	7,500.00 -	2	2,254.10 -				
42	9	183.50 -	2	18.05 -				
43	9	500.00 -	2	500.00 -				
44	9	1,000.00 -	2	32.33 -				
45	9	7.65 -	3	10.18 -				
46			3	40.00 -				
47	9	40.00 -	3	1,867.49 -				
48		20.00 -	3	1,500.00 -				
49			3	1.29 -				
50		2,897.53 -	3	16,521.18 -				
		889.60 -	3	2,500.00 -				
			3	200.00 -				

114 ~ 115

BALANCE 76,765.14

NO ERRORS ARE REPORTED IN TEN DAYS, THE ACCOU[illegible] BE CONSIDERED CORRECT. PLEASE ADVISE PROMPTLY ANY CHANGE OF ADDRESS.

RECAPITULATION.

GENERAL SUMMARY OF BUSINESS TO DATE:
(classifying advances as loans)

CREDITS:-

Profits on Film Factory	$ 195,844.00
Profits on Hearts of the World	229,043.97
Profits on Broken Blossoms	85,680.00
Due on Dorothy Gish Series	69,751.10
Totals:	$ 580,319.07

DEBITS:-

Excess collections D.W.G. Series	$ 168,611.52
Excess collections First National	162,500.00
Cost Dorothy Gish Prints	69,751.10
Totals:	$ 400,862.62

P R O F I T - - - - - - - - - - $ 179,456.45

On this basis all production costs are paid and all future earnings of these films will represent profit. This will leave an actual asset value of these films, based on what they will produce in excess of the profits included above, on:

D. W. Griffith Series	$ 210,568.48
Dorothy Gish Series	253,577.39
First National Series	245,000.00
Broken Blossoms	321,320.00
Total asset value remaining	$1,030,465.87

Asset value Hearts of World	250,000.00
Profit shown above	179,456.45
Put in permanent improvements	173,000.00
Bank balance (average)	25,000.00
Profit "Birth of a Nation", 1918	32,447.76
TOTAL NET GAIN 1918 TO NOV. 15th, 1919.	$1,690,370.08

TABLE SHOWING DIVISION OF PROFITS ON GRIFFITH CREATIONS 1918-1919.

Gross earnings, actual and assured, and profits from all of Mr. Griffith's creations in 1918 and 1919.

	Gross Earnings	Gross Profits.
Hearts of the World	$ 3,871,431.73	$ 702,400.06
D. W. Griffith Series	1,765,000.00	996,949.00
Dorothy Gish Series	1,105,000.00	777,098.00
First National Series	855,000.00	405,000.00
Broken Blossoms	1,000,000.00	563,899.00
Total Gross:	$ 8,596,431.73	$3,445,346.06

These profits, earned and assured, will be divided as follows:

To Famous Players-Lasky Corporation	$1,458,442.97
To D. W. Griffith	1,753,574.97
To State Rights Owners Hearts of World	244,313.11

Of the $1,458,442.97 being paid to the Famous Players-Lasky Corporation, only approximately $614,699. is in compensation for the actual distribution of pictures. That part paid for financing will approximate $843,743.47.

All of the profits indicated will have been realised before the end of 1920, thus spreading these profits over three years. (They will be augmented by his 1920 productions which will start to yield revenue by May, 1920).

Disregarding all new receipts in 1920, it may be said that the profits of this organization will have been sufficient to pay twenty-five (25%) per cent dividend annually on a capital of $4,000,000. for a three year period.

The only cash Mr. Griffith himself put into the business was $113,977.14, spent making Hearts of the World.

All other capital used in establishing the business has been paid back.

SUMMARY CASH RECEIPTS AND EXPENDITURES ---- 1918 TO NOV. 15th, 1919.

(Counting advances as payments on account).

	Revenues.	Expended.
Hearts of the World (Profit)	$ 229,043.97	
D. W. Griffith Series - F. P. L.	936,683.52	$ 768,072.00
Dorothy Gish Series - F. P. L.	273,768.51	326,421.17
Film Factory (Profit)	195,344.00	
First National Contract	447,500.00	320,810.67
"Birth of a Nation" (Profit)	32,447.76	
Prints for Dorothy Gish		69,751.10
	$ 2,115,587.76	$ 1,485,054.94
	1,485,054.94	
Net profit -- two years	$ 630,532.82	
Deduct 1918 profits of	118,834.55	
NET PROFIT FOR 1919	$ 511,698.27	

TO BE COLLECTED IN 1920 FROM FILMS ALREADY MADE:

D. W. Griffith Series	$ 210,568.48
Dorothy Gish Series	116,848.83
Broken Blossoms	407,000.00
First National Contract	407,500.00
Hearts of the World	50,000.00
Assured Holdover Revenue for 1920.	$ 1,191,917.31

This disregards all earnings in 1920 from films produced in that year.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

SUMMARY OF BUSINESS OF D W GRIFFITH FOR 1918 AND TO NOV. 15, 1919.

****

D W GRIFFITH SERIES FOR PARAMOUNT-ARTCRAFT TO NOV 15:

No. Name	Advances	Costs	Gross Sales	Wks.	D.W.G. Share of gross	D.W.G. profit	F.P.L. Share	Final gross	D.W.G. Final	Gross Profit	D.W.G. Profit	F.P.L. Share.
D1-GREAT LOVE	113,500.00	137,521.46	309,026.91	66	198,747.47	61226	110,279.44	325000.	211250.	187479.	73729.	113750.00
Guarantee	61,500.00											
Royalties	9,683.52											
D												
D3- G. T. IN LIFE	113,500.00	111,397.65	245,692.76	46	158,589.27		87,203.49	300000.	195000.	188621.	83602.	105000.00
Guarantee	61,500.00											
D2- R. of H. V.	113,500.00	111,246.61	215,256.40	42	139,362.32		75,894.08	280000.	182000.	168754.	70754.	998000.00
Guarantee	61,500.00											
D5- G. S. H.	113,500.00	128,879.72	191,439.51	34	124,248.84		67,190.67	250000.	262000.	121121.	33621.	87500.00
Guarantee	61,500.00											
D6- T. H. S.	113,500.00	127,325.01	172,036.26	24	111,533.78		60,502.48	260000.	169000.	132675.	41675.	91000.00
Guarantee	unpaid											
D7- SCARLET DAYS	113,500.00	151,701.55	2,695.00	BR	1,751.75		943.25	350000.	227500.	198299.	75799.	122500.00
Guarantee	unpaid											
TOTALS:	936,683.52	768,072.00	1,136,146.84		734,133.43		402,013.41	1,765000.	1,147250.	996949.	379180.	618750.00

****

DOROTHY GISH SERIES FOR PARAMOUNT TO NOV. 15th, 1919.

	Advances	Costs	Gross Sales	Wks.	D.W.G. Share of gross	D.W.G. profit	Royalties Collected	Final gross	D.W.G. Final	Gross Profit	D.W.G. Profit	F.P.L. Share.
C1- B. Jane	22,500.00	21,205.33	95,738.32	58	59,119.16	37913.33	20,619.92	120000.	71250.	97794.	49044.	48750.00
C2- H. Chest	22,500.00	31,178.30	87,006.49	46	54,753.24	23574.94	15,998.09	120000.	71250.	87821.	39071.	48750.00
C3- Boots	22,500.00	26,612.80	81,678.42	39	52,089.21	25476.41	11,563.30	120000.	71250.	92387.	43637.	48750.00
C4- P. Polly	22,500.00	38,159.61	74,606.60	33	48,493.00	10333.39	8,723.82	120000.	71250.	83340.	32090.	51250.00
C5- Get Him Yet	22,500.00	30,789.21	69,800.92	25	45,370.00	14590.79	6,383.38	125000.	73750.	94210.	42960.	51250.00
C6- N. Nell	22,500.00	38,527.28	57,405.13	16	37,313.00			125000.	73750.	86473.	35222.	51250.00
C7- Out of Luck	22,500.00	40,910.52	50,562.98	12	32,866.00			125000.	73750.	84089.	32839.	51250.00
C8- T. Tables	26,500.00	38,735.49	20,779.29	2	13,506.00			125000.	73750.	86264.	35014.	51250.00
C9- Mary Ellen	26,500.00	60,280.13						125000.	73750.	64720.	13469.	51250.00
TOTALS:	210,500.00	326,421.17	537,579.15		343,519.61		63,268.51	1,105000.	653750.	777098.	333351.	453750.00
Royalties pd.	63,268.51											
Total:	273,768.51											

HEARTS OF THE WORLD.

Production Costs	Gross Sales	Exploitation & House Share	Gross Profits	D.W.G. Profits	F.P.L. Profits	State Rights Profits.
414,334.98	3,871,431.73	2,754,696.69	702,400.06	229,043.97	229,043.97	244,313.11

BROKEN BLOSSOMS TO DECEMBER 6th, 1919:

	Costs.	Sales	Wks.	Paid D.W.G.	Paid F.P.L.	U. Art.	Bal. Due	Final Gross	D.W.G. Net	U.A. Final	F.P.L. Share.
Adv. by F.P.L.	96,000.	460,000.	13	250,000.	48,899.	92,000.	85,680.	1,000,000.	407,000.	200,000	156,899.
Exploitation	1,101.										
Bonus F.P.L.	20,339.										
Prints	23,528.										
Interest & Misc.	8,369.										
Total:	258,339.										

FIRST NATIONAL EXHIBITORS SERIES:

	Advances	Costs	Sale Price	Part Paid	Balance Due	
N-1	180,000.	176,006.05	285,000.	180,000.	105,000.	Due and being paid in weekly installments.
N-2	125,000.	144,804.62	285,000.	125,000.	160,000.	Due when negatives are delivered in January.
N-3	142,500.		285,000.	142,500.	142,500.	Due when negatives are delivered in February.
TOTALS:	447,500.	320,810.67	855,000.	447,500.	407,500.	

Griffith Statement

1919 Jan.

Box 1306,

Stanford University,

California.

Dear Uncle David:

I have just graduated from Stanford and am in need of a great deal of fatherly advise and help. You and Uncle Albert are the only ones there are to give it to me. You have been wonderfully kind to me financially, but, damn it all, what I want is your friendship and esteem. It is personal contact that I want and need. After all you are my Uncle and so isnt it our duty and right to know each other. I, of course, shall be the one to profit by such a contact, but it needn't hurt you. I am young to be sure but youth is not always to be despised. My interests, knowledge, and aims have widened and broadened to such an extent that there is no one but yourself who would understand them. Right now life seems to me to be a very great mess, but I must get myself straightened out somehow or other. To do this it is absolutely necessary that I see you and talk to you personally and confidentially. What is it all about anyhow? What is everybody striving for and is it worth while? What are you striving for? So many people seem to be working their fool heads off merely to exist. But one neednt exist, you know. If there is nothing in store for me but commonplace existence, I shall cease to exist, that is an easy matter at least. However I am sure there is but I need your help and advise. The same blood flows through our veins; we are from the same protoplasm, so we must have something in common, and

hence you should be able to help, advise, and understand me better than anyone else, especially with your experience and intelligence. You have opened your pocketbook to me but, now, it is part of you that I want.

Please send me two hundred and fifty dollars so that I may settle up my accounts here and then come to New York and have a long talk with you. I realize that it is an asinine trick to leave California for New York at this time of the year, but this matter is urgent and can not wait. I must get myself straightened out and you are the only one that can do it.

Your perplexed nephew,

Willard

P. S. If you have your secretary tend to this matter at once, now, it will do away with the possibility of it slipping your mind.

On a slow train in California, Feb 18 (1919)

Dear Mr Griffith.

I got back to Los Gatos and so was able to see only a part of "a Romance of Happy Valley". But what I saw I liked immensely.

The play, I think is a big little thing — as Turgenev or a Moran had painted a miniature, and when in your fingers I liken your handiwork to Abbey's. I compliment the art of both of you.

It was a pleasure to see you — a pleasure which I hope may be duplicated.

Yours From Happy Valley

Dorothy Gish

Mr David Wark Griffith

Officers

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4247 South Flower Street

1st Vice-President, MRS. HARVEY TROWBRIDGE
Fowler Apartments

2nd Vice-President, MRS ROBERT KILLIFER
4301 La Salle Street

3rd Vice-President, MRS. E. H. NOE
127 North Hobart Boulevard

4th Vice-President, MRS. HARRY F. CREBS
1406 Edgecliffe Drive

5th Vice-President, MRS. H. T. WRIGHT
1771 North Cahuenga Boulevard

MAIN 3501

Los Angeles Federation of Parent-Teacher Associations

517 CHAMBER OF COMMERCE BLDG.
LOS ANGELES, CALIFORNIA

Officers

Recording Secretary, MRS. W. L. DINGMAN
1048 West 56th Street. 26237

Corresponding Secretary, MRS. L. W. HENDRICKS
5343 Navarro Street

Financial Secretary, MRS. T. B. BOWLING
1387 West 30th Street

Treasurer, MRS. A. L. COLBY
1413 Edgecliff Drive

Auditor, MRS. WM. ECKHART
2379 West 21st Street

Historian, MRS. HERBERT C. ASHE
1330 Calumet Street

March 2nd. (1919)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Miss Agnes Weiner:
D. W. Griffith Studios:

It is with great surprise that I read your letter and the enclosure this morning – Now for the truth – The loge party at "Hearts of Humanity" was only for five of us – my Ex. Board consists of thirty-three members – We gave short written testimonials of what impressed us as of special worth in the film – Unknown to us Miss Sicks sent typed reproductions of our words to all of our 115 Presidents

Where she got the addresses I do not know as we positively do not give them for advertising purposes –

The article in the Herald was read at my Board meeting Feb 19 and repudiated as a newspaper story –

Miss Sicks had proposed to Mrs. E. H. Noe, my chairman on Good Films a scheme for us to have a committee to view or rather pre-view films which was promptly turned down by me – Mrs Noe suggested that some of our Associations might care to do so and that we would leave it so but suggested that any thing she wished would have to come in writing to our Executive Bd. This she has never presented and I assure you that anything of an advertising

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nature cannot be considered by us - tho' we are now and always for good Films -

As to her assertion that she is "named permanent representative of the producer with the privilege always of suggesting the picture the committee is to endorse" - nonsense - she misunderstands - she made no proposal, and such a thing is absurd - nothing was endorsed by our Board -

WE are often asked to pre-view pictures but personally I have little time -

We are often imposed upon by those desirous of free advertising but this is the last -

Thank you very much for advising us immediately as to this matter -

Today I will give My Good Films Chairman Mrs. E. H. Noe, this enclosed letter and she will see Miss Sicks -

Very Sincerely

Mrs. Charles F. Gray

President L. A. Fed. P. T. A.

HOLLYWOOD 2800

D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

Secretary P-T Association,

Los Angeles, Calif.

Dear Madame:---

We are enclosing a copy of a letter, which is self-explanatory.

Mr. Griffith feels certain a great national organization such as yours is, can not be lending itself to such mercenary and prejudiced ends.

He feels it is unbelievable, that a representation of the very best influences in the community could commit itself to a practice savoring so strongly of corruption.

It is probable the personal eagerness of Miss Sierks for professional advantage has permitted her to act in a manner wisdom would have refused, and honor looked at askance.

Knowing the integrity of your organization, I am sending this to you with the confidence the P-T-A will cleanse itself of all suspicion in this regard, and notify me of what action has been taken.

Most respectfully,

Miss D. Agnes Steiner

D. W. Griffith Studios.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Payroll 1919
August 23 thru 12-27
(Nov. 8th — e.)

Carpentry	17,086.74
Mov Carpenter	5733.99
Watchman	276.00
Genl. Supt	1575.00
Electric Equipment	4,242.62
Masonry	3950.00
Painting	394.50
Plastering	143.40
Laborers	10,208.83
Engineer	1473.80
Supt. Grounds	977.99
Auto Truck	1526.24
Teams	1144.14
Lathing	410.00
Mov. Picts	50,677.55
Properties	1423.50
artist	340.00
office	8,641.75
Florida Mov. Pict	8633.50
	118,859.55

J. P. HOWATT

PAY ROLL AUDITING DEP'T
ÆTNA LIFE INSURANCE COMPANY
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT

Insured D. W. Griffith Studio Policy No. Date

Period Ending 1919	Genl. Supt	Elec. Equip Inst.	Carpentry	Chauffeur	Plaster	Engineer	Supt Grounds
18/25 - 30	10000	4800	4800	3600	~~5905~~	~~2520~~	✓
2 9 - 6	10000	5900	10800	4050	✓	2520	1050
3 13	10000	7025	93563	5700	✓	8443	2100
4 20	10000	7200	90025	6400	✓	3588	~~1750~~ 1575
5 27	10000	11600	93510	8195	1440	4200	3375
6 10 - 4	10000	22337	85900	6400	12900	3188	6219
7 11	10000	27908	100488	12150	✓	8200	4650
8 18	12500	29375	91963	10587	✓	8800	8050
9 25	12500	39020	149936	11375	✓	9363	10062
10 11 - 1	12500	57539	190102	11751	✓	15775	7906
11 8	12500	61457	171790	10563	✓	8900	13154
12 15	12500	41437	208977	15001	✓	19214	10860
13 22	12500	38000	192418	24826	✓	21350	12397
14 29	12500	71364	224402	22026	✓	22508	13476
15	157500	424262	1708674	152624	14340	147380	97799
16							
17							
18							
19							

	Com. Labour	Drivers	Concrete Mix.	Watchman	Painting	Lathing	Masonry
20							
21 8-25 - 30	~~2025~~ 2052	✓	~~4800~~ 4800	✓	✓	✓	
22 9 - 6	~~19100~~ 19100	1800	~~5900~~ 5900	✓	✓	✓	
23 13	130917	11982	36042	✓	✓	✓	
24 20	63085	8888	28050	2100	✓	✓	
25 27	74796	~~7651~~ 7651	32927	~~2100~~ 2100	2400	3000	
26 10 - 4	75551	10012	46879	2100	3588	✓	
27 11	77773	10013	52814	2100	3850	✓	52800
28 18	73273	11306	49904	2100	3850	✓	56600
29 25	79325	8325	51176	2100	3850	1600	62250
30 11 - 1	87287	6975	54400	2100	3850	4000	64400
31 8	75330	13894	50400	2100	3850	5600	29775
32 15	73780	6806	49051	2100	2800	12000	49500
33 22	97086	6862	54679	4350	4200	5200	37975
34 29	93680	9900	56377	4350	7212	9600	41700
35	1020883	114414	573399	27600	39450	41000	
36							

	N.Y. Mov. Pict.	Office	Props.	Florida Mov. Pict	artist Scenario Paint
37					
38					
39 8/25 - 30	✓	✓	✓	✓	✓
40 9 - 6	✓	✓	✓	✓	✓
41 13	✓	✓	✓	✓	✓
42 20	✓	✓	✓	✓	✓
43 27	✓	✓	✓	✓	✓
44 10 - 4	✓	✓	✓	✓	✓
45 11	349675	53000	8400	✓	✓
46 18	507125	138825	12400	✓	✓
47 25	403465	218825	14100	✓	✓
48 11 - 1	711925	111345	13200	✓	✓
49 8	901025	119345	32600	✓	✓
50 15	911940	129345	30925	✓	8500
51 22	578100	49645	15650	420425	8500
52 29	704500	43845	15075	442925	8500
53	5067755	864175	142350	863350	34000
54					

Totals

Cary Hall Hl 8/22/19
D W Griffith Studio No.

Frank Wortman Supt.	100.00	Frank Wortman
Ira E. Brown Plaster Foreman	48.00	Ira E Brown
Harry Fox Carpenter Foreman	48.00	H J Fox
T. D. Thompson Electrician	48.00	T. D. Thompson
Geo. Wilson Truck Driver	36.00	G F Wilson
Ira E. Browne Plaster Foreman	48.00	Ira E Brown Pd Travel Exp
	378 00	

PRICE, WATERHOUSE & CO. EXAMINED 1920 No. 53 ACCOUNTANTS

Prod. N1 a/c No. Vo. No. 8
Account:
Checked: Paid by Check 4
O. K.

P.R No-2

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle

The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762.

Albert L. Grey,
GENERAL MANAGER.

New York Aug 30-1919

Pay Roll D.W. Griffith Studio Week Ending Aug 30-1919

Frank Wortman Supt	100.00	CK 8	✓
Ira E. Browne Foreman	48.00	" 9	
T.D. Thompson Electrician	48.00	" 10	
Harry Fox Carpt Foreman	48.00	" 11	
Geo. Wilson Truck Driver	36.00	" 12	
	280.00		

PRICE, WATERHOUSE & CO EXAMINED JAN 1920 53

O.K. Wortman

Prod. N.I. a/c No. Vo. No. 13

Account:

Checked: Paid by Check 8 to 12

O. K.

130 P/R No 3

FORM 100 SM 10-14-18 M&L.

PICTURE NO._____

D. W. Griffith Studio

WEEK ENDING 9/6/19 191__

	NAME		OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. No.	AMOUNT	TOTAL AMOUNT	CHECK No
	F. Wortman	✓	Supt	100 per week	6		x	✓	100 00	24
	H. Fay	✓	Carpt Foreman	8 " Day	6	4	x	✓	59 00	25
	Ira Browne	✓	Plaster	8 "	6	11	x	✓	59 00	26
	T. D. Thompson	✓	Electrician	8 "	6	4	x	✓	59 00	27
	Geo Wilson	✓	Truck Foreman	6 "	6		x	✓	40 50	28
	H. D. Maloy	✓	Engineer	7 20	3	4	x	✓	25 20	29
	J. B. Kelley	✓	Laborer	4 50	3		x	✓	13 50	30
✓	A. Rozell	✓	Carpt	7	2	4	x	?	17 50	20
	Roy Wortman	✓	Helper	3 50	6		x	✓	21 00	31
	Wm Cowen	✓	Supt Drums	3 50	3		x	✓	10 50	32
	L. Diamond	✓	Foreman	5 50	2	4		✓	13 75	33
	Wm Dunn	✓	Laborer	4 50	2	4		✓	11 75	34
	Leo Margolies	✓	Laborer	4 50	2	4		✓	11 75	35
	Carl Longbery	✓	Laborer	4 50	2			✓	11 75	36
	Dan Smith	✓	Laborer	4 50	2			✓	11 75	37
	D. Miller	✓	Team	9 00	2			✓	18 00	38
✓	Ole Rudjord	✓	Carpt	7 00	1				10 50	21
	S. W. Robison	✓	Laborer	4 50	2			✓	9 00	39
	W. A. Robison	✓	Laborer	4 50	2			✓	9 00	40
	E. R. Diamond	✓	Laborer	4 50	2			✓	9 00	42
	S. Hill	✓	Laborer	4 50	2			✓	9 00	41
	S. J. Hagerty	✓	Laborer	4 50	2			✓	9 00	43
	F. C. Leary	✓	Laborer	4 50	2			✓	9 00	44
	S. Howe	✓	Laborer	4 50	2			✓	9 00	45
	S. Miles	✓	Laborer	4 50	1			✓	4 50	46
	J. Ward	✓	Laborer	4 50	2			✓	9 00	47
	R. J. Murray	✓	Laborer	4 50	1	4		✓	6 75	48
✓	D. Potts	✓	Carpt			4			3 50	22
✓	E. Parker	✓	Carpt			4			3 50	23
	J. Sullivan	✓	Laborer		1			✓	4 50	49
	Wm Surprey	✓	"		1			✓	4 50	50
	H. Palmer	✓	"		1			✓	4 50	51
	Ruby Hall	✓			1			✓	4 50	52
	W. Webber	✓			1			✓	4 50	53
	H. Canal	✓			1			✓	4 50	54
	A. Damon	✓			1				4 50	55
	L. Shirley	✓			1				4 50	56

WATERHOUSE & CO
EXAMINED
JAN 1920
No. 59
AUDITORS

Prod. N.I. a/c No. Vo. No. 21

Account:

Checked: Paid by Check 20656

O. K.

1600

604.50

ADJUSTMENT OF PAY ROLL'S

No. 8 to 10 transferring Labor used in Studio Construction to Account "Studio Construction". Formerly these amounts were charged to Production Cost N-1 & N-2.

P.R. No.	Total Amount	N-1	N-2	Studio Construction
3	640.20	331.20		213.00
4	3,056.72	678.96		2,377.76
4A	106.75			106.75
5	2,104.11	576.76		1,527.35
6	2,579.44	732.81		1,846.63
7	2,861.05		762.87	2,098.18
8	3,816.96	997.46		2,819.50
9	1,853.54	562.68		2,581.72
"	1,853.54		562.68	
10	1,937.05	497.40		2,879.28
"	1,934.04		947.41	
	$22,780.40	$4,437.27	$1,822.96	$16,450.17
			N-1	1,822.96
			N-2	4,437.27
				$22,710.40

S U M M A R Y .

CHARGED	13,058.77	6,651.63	22,710.40
TRANSFER	11,621.50	4,828.67	16,450.17
	4,437.27	1,822.96	6,260.23

Adjustment of Pay Rolls

#3 to 10 transferring Labor used on Studio Construction to a/c "Studio Construction" formerly these amounts were charged to Production Cost #1 + #2

RR NO	Total	#1	#2	S/C
3	604 20	391 20		213
4	3056 72	678 96		2377 76
4A	106 75			106 75
5	2104 11	576 96		1527 35
6	2529 44 (#1 #2)	732 81		1846 63
7	2861 05		762 87	2098 18
8	3816 96	997 46		2819 50
9	1853 54	562 68		2581 72
	1853 54		562 68	
10	1937 05	497 40		2879 28
	1937 04		497 41	
	22710 40	4377 71	1822 96	16750 17
				1822 96
				4437 27
				22710 40

Summary

	#1	#2
Charged	16058 77	6697 63
Transf	11621 50	4878 67
	4437 27	1822 96
		6260 23
		16450 17

Pay Roll 1104

FORM 100 5M 10-14-18 M&L.

PICTURE NO. 4 **D. W. Griffith Studio** WEEK ENDING Sept 13 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
A. Baldwin	laborer	4.50	1	4			6.75	144
N. J. Greeley	Carpenter	7.00	4	4			31.50	146
L. J. Carlson	"	7.00	3	4	1S		24.50	150
						#4	62.75	
						3	696.45	
						2	13 64.21	
						1	933.31	
							3056.72	

Prod. N.1 ...a/c No..... Vo. No. 76.....

Account: .....

Checked:..... Paid by Check 61-158

O. K.....

FORM 100 SM 10-14-18 M&L.

PICTURE NO. 3 **D. W. Griffith Studio** WEEK ENDING Sept. 13 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
Leo Margolius	Laborer	$4.50	1	11			10.69	119
J. A. Miller	"	"	1	4			6.75	120
F. Murray	"	"	7	7			35.42	121
R. J. Murray	"	"	7	7			35.42	122
A. Munter	"	"	6	3			28.68	123
J. Palemara	"	"	6	7			30.94	124
B. Duicia	"	"	6	3			28.68	125
G. W. Robinson	"	"	5	7			26.44	126
A. W. Rockefeller	"	"	5	3			24.18	127
Dan Smith	"	"	7	7			35.42	128
J. Sullivan	"	"	7	7			35.42	129
G. Taylor	"	"	7	7			35.42	130
Tony Testa	"	"	7	7			35.42	131
A. Thompson	"	"	6	11			33.19	132
J. Torrence	"	"	6				27.00	133
F. Talve	"	"	5	3			24.18	134
A. Vendura	"	"	5	3			24.18	135
J. Walker	"	"	7	7			35.42	136
J. Ward	"	"	7	7			35.42	137
W. Webber	"	"	6	3			28.68	138
E. Webster	"	"	7	4			33.75	139
B. Marcellia	"	"	3				13.50	~~148~~ 149
A. Smith	"	"	3				13.50	~~149~~ 153
V. Basso	"	"	2				9.00	154
L. N. Archibold	"	"	2				9.00	155
W. Trigalet	"	"	2				9.00	156
Al Wildberger	Foreman Electrician	$7.50	1	4		X	11.25	140
A. C. McBride	Electrician	$7.00	1			X	7.00	142
K. Westfal	Laborer	4.50	1				4.50	157
H. Meaux			2				9.00	158
							69 6.45	

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

FORM 100 5M 10-14-18 M&L.

PICTURE NO._____

D. W. Griffith Studio

WEEK ENDING Sept. 13 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
J. Zetterland	Carpenter	$7.00	5	4			38.50	90
J. Carleson	"	7.00	3	4			24.50	147
R. Di Dorio	Mixer	$5.00	5	7			29.38	91
B. McLaughlin	"	"	4	7			24.38	92
L. Merolilli	"	"	5	7			29.38	93
A. Attariano	"	"	5	7			29.38	94
G. Pergola	"	"	5	7			29.38	95
N. Siano	"	"	5	7			29.38	96
Nick Valli	"	"	6	7			34.38	97
G. accurso	"	"	7	11			41.88	98
E. accurso	"	"	7	11			41.88	99
~~H. Means~~	~~Laborer~~	~~4.50~~	~~2~~				~~9.00~~	✓
J. C. Kelley	Laborers	$4.50	6				27.00	100
C. B. Bates	"	"	2	6			12.37	101
N. J. Carroll	"	"	5	9			27.56	102
F. Chambers	"	"	5	3			24.18	103
J. Cunningham	"	"	6	4			29.25	104
P. Cunningham	"	"	7	7			35.42	105
R. C. Daymon	"	"	7	7			35.42	106
Wm Dunn	"	"	7	7			35.42	107
A. Diamond	"	"	7	7			35.42	108
P. D. Diamond	"	"	6	7			30.94	109
F. Ferlano	"	"	5	3			24.18	110
Ruby Hall	"	"	7	7			35.42	111
S. J. Haggerty	"	"	7	7			35.42	112
S. Hill	"	"	6	7			30.94	113
Wm Hopps	"	"	6	14			34.86	114
S. Howe	"	"	5				22.50	115
F. Jones	"	"	7	7			35.42	116
Carl Lundberg	"	"	7	4			33.75	117
Wm Lunney	"	"	7	7			35.42	118

FORM 100 5M 10-14-18 M&L.

3

PICTURE NO._____ **D. W. Griffith Studio** WEEK ENDING Sept 13 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
F Wortman	Supt	$100.00 week	6				100.00	61
N. Fox Cash	Foreman	8.00	7	15	Cash	x	71.00	62
Ira Brownell	"	8.00	7	15	Cement	x	71.00	63
T. D. Thompson Chk.	"	8.00	6	4	Chk	x	52.00	64
G. Wilson	Truck Forman	6.00	7	20		x	57.00	65
N. J. Molloy	Engineer	7.00	7	11		x	58.62	66
Ray Wortman	Helper	3.50	7	3		x	25.81	67
Wm Cowen	Supt Grounds	3.50	6			x	21.00	68
L. Diamond	Forman Labours	5.50	7	7		x	43.38	69
J. Coles	Team	9.00		1		x	1.13	143
D. Miller	Team	9.00	7	4		x	67.50	70
J. Webber	"	9.00	5	5½		x	51.19	71
W. H. Donehue	Carpenter	7.00	5	7			41.13	72
A. Conklin	"	"	5	4			38.50	73
A. Carleson	"	"	4	4			31.50	74
Joe Gailhard	"	"	3	4			24.50	75
J. Gibbons	"	"	4	8			35.00	76
M. Gibbons	"	"	4	8			35.00	77
J. Magnerson	"	"	5	4			38.50	78
V. Magnerson	"	"	5	4			38.50	151
G. N. Passey	"	"	1				7.00	79
E. Parker	"	"	7	12			59.50	80
D. Potts	"	"	7	12			59.50	81
N. Raven	"	"	4	4			31.50	82
A Roselle	"	"	7	12			59.50	83
A Rudyard	"	"	7	12			59.50	84
J. Sabloro	"	"	5	4			38.50	85
P. Snyder	"	"	4	4			31.50	86
L. Tolve	"	"	6	4			45.50	87
J. Varvero	"	"	5	4			38.50	88
Walker	"	"	4	4			31.50	89
							1364.42	

P/R #4 A

FORM 100 5M 10-14-18 M&L.

PICTURE NO._____

D. W. Griffith Studio

WEEK ENDING Sept 20 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
L. Magnuson	Carpenter	7.00	2	2			15.75	168
T. Magnuson	"	"	2	2			15.75	169
J. Santoro	"	"	3				21.00	170
L. Walker	"	"	2	6			19.25	171
G. H. Passey	"		3				21.00	172
John Quinn	"		2				14.00	173
Al Wildberger	Elec Foreman	7.50	2				15.00	
A. C. McBride	Electrician	7.00	1				7.00	
							106.75	

Prod. N1 a/c No. Vo. No. 34
Account:
Checked: Paid by Check 168-173
O. K.

Pay Roll #5

FORM 100 5M 10-14-18 M&L.

PICTURE NO. N04 **D. W. Griffith Studio** WEEK ENDING Sept 19 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
Al Wildberger	Fire Elect	7.50	2	x		15.00		94
A. C. McBride	Elect	7.00	1	x		7.00		95
				Sheet #4		22.00		
				4	3	464.58		
				1	2	490.27		
				1	1	1127.26		
						2104.11	Ck 175	
						1067.5		
						2086		

Prod. N1 a/c No. ..... Vo. No. 35

Account: .....

Checked: ..... Paid by Check 175

O. K. .....

PRICE, WATERHOUSE & CO. EXAMINED JAN 1920

FORM 100 SM 10-14-18 M&L.

PICTURE NO. ____ No 3 **D. W. Griffith Studio** WEEK ENDING Sept ~~20~~ 19 1919

NAME	OCCUPATION	RATE	TOTAL TIME: DAYS REGULAR	TOTAL TIME: HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
Carl Lungberg	Laborer	4.50		7			3.94	63
Wm Lunney	"	"		1			.56	64
B. Marsella	"	"	5				22.50	65
J. Fastiggi	"	"	4				18.00	66
H. Meaux	"	"	4				18.00	67
F. Murray	"	"	5				22.50	68
R. J. Murray	"	"	5				22.50	69
A. Munter	"	"	5				22.50	70
C. Rogers	"	"	4				18.00	71
B. Inicia	"	"		7			3.94	72
G. W. Robinson	"	"	5	3½			24.50	73
A. W. Rockefeller	"	"	5				22.50	74
A. Smith	"	"		7			3.94	75
Dan Smith	"	"	5				22.50	76
J. Sullivan	"	"	5				22.50	77
A. C. Sprague	"	"	5				22.50	78
Tony Testa	"	"	5				22.50	79
A. Thompson	"	"		7			3.94	80
J. Torrence	"	"		7			3.94	81
F. Talve	"	"		7			3.94	82
C. Wegner	"	"	4				18.00	83
J. Walker	"	"		7			3.94	84
J. Ward	"	"	—	1			.56	85
W. Webber	"	"		7			3.94	86
E. Webster	"	"	5				22.50	87
K. Westfall	"	"	5				22.50	88
J. F. Granger	"	"		7			3.94	89
J. Yannralli	"	"	5				22.50	90
C. A. Lyon	"	"	5				22.50	~~94~~ 91
A. Anziano	"	"	4				18.00	~~73~~ 92
G. Holland	Watchman	21.00 week	6			X	21.00	~~94~~ 93
							464.58	

WATERHOUSE & CO. EXAMINED JAN 1920

FORM 100 5M 10-14-18 M&L.

PICTURE NO. 1107 D. W. Griffith Studio WEEK ENDING Sept 19 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
J. Getterland	Carpenter	7.00	5				35.00	34
V. Passabet	"	"	4				28.00	33
A. E. Thompson	"	"	5				35.00	36
G. accurso	Mixer	5.00	5				25.00	35
E. accurso	"	"	5				25.00	36
R. di Torio	"	"	5				25.00	37
B. McLaughlin	"	"	5				25.00	38
L. Merolilli	"	"	5				25.00	39
A. Attariano	"	"	5				25.00	40
G. Pergola	"	"	5				25.00	41
N. Siano	"	"	5				25.00	42
Nick Valli	"	"	6	4			32.50	43
J. B. Kelly	Laborer	4.50	5				22.50	44
L. Archibold	"	"		7			3.94	45
V. Basso	"	"		7			3.94	46
W. J. Carroll	"	"	5				22.50	47
F Chambers	"	"		1		9/5	.56	48
F Cunningham	"	"		7			3.94	49
J. Cunningham	"	"		7			3.94	50
R. C. Daymon	"	"	4	1			18.56	51
W. Castagna	"	"	3				13.50	52
A. diamond	"	"		7			3.94	53
P. D. diamond	"	"		3			1.69	54
F. Ferlano	"	"		7			3.94	55
W. Frigolet	"	"		7			3.94	56
Ruby Hall	"	"		1			.56	57
S. J. Haggerty	"	"	5				22.50	58
S. Showery	"	"	4				18.00	59
Wm Hoppe	"	"		7			3.94	60
S. Howe	"	"		7			3.94	61
F. D. Jones	"	"		7			3.94	62
							490.27	

WATERHOUSE & CO EXAMINED JAN 1920

FORM 100 5M 10-14-18 M&L.

PICTURE NO. 101 **D. W. Griffith Studio** WEEK ENDING Sept 27 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
F. Wortman	Supt.	100.00 week	6				100.00	1
H. Fox	Foreman	8.00	6	Cant			48.00	2
Ira Brown	"	"	6	Cant			48.00	3
J. D. Thompson	"	"	6	also 2			50.00	4
H. D. Molloy	Engineer	7.00	5	1			35.88	5
Geo. Wilson	Truck Foreman	6.00	6	14			46.50	6
Roy Wortman	Helper	3.50	5				17.50	7
Wm Cowen	Supt Grounds	3.50	5				17.50	8
John Thomas	Team	9.00	4	7			43.88	9
J. Webber	"	"	5				45.00	10
L. Diamond	Foreman Lab	5.50	5				27.50	11
W. H. Donehue	Carpenter	7.00	5				35.00	12
A. Conklin	"	"	5				35.00	13
A. Carlson	"	"	4	2			29.75	14
J. Carleson	"	"	4	2			29.75	15
Joe Gailhard	"	"	5				35.00	16
J. Gibbons	"	"	5				35.00	17
M. Gibbons	"	"	5				35.00	18
H. J. Greeley	"	"	5				35.00	19
A Cunningham	"		4				28.00	20
S. Ferreri	"		4				28.00	21
E. Parker	"	"	4				28.00	22
D. Potts	"	"	5				35.00	23
H. Raven	"	"	5				35.00	24
A. Roselle	"	"	5				35.00	25
C. Rudford	"	"	5				35.00	26
Wm Roney	"	"	4				28.00	27
P. Snyder	"	"	4				28.00	28
L. Valve	"	"	5				35.00	29
J. Varvero	"	"	5				35.00	30
J. Walters	"	"	4			647.50	28.00	31
							1127.26	

WATERHOUSE & CO EXAMINER JAN 1920

FORM 100 SM 10-14-18 M&L.

No6

PICTURE NO._____

D. W. Griffith Studio

WEEK ENDING Sept 26 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
S. Showery	Laborer	4.50	5	5			25.31	157
Dan Smith	"	"	7	6			34.88	158
J. Sullivan	"	"	5	7			26.44	159
A. C. Sprague	"	"	7	12½			38.53	160
Tony Testa	"	"	5	7			26.44	161
E. Webster	"	"	4	9			23.07	162
C. Wegner	"	"	5	6			25.88	163
K. Westfal	"	"	5	9½			27.85	164
J. Yannieralli	"	"	4	17½			27.85	165
H. Meaux	"	"	4	1			18.57	166
M. Bianca	"	"	3	5½			16.59	167
J. Welton	"	3.75	3				11.25	168
A. Baldwin	Caretakers	22.50 WK	6			X	22.50	169
J. Scott	"	"	3			X	11.25	170
J. Naughton	Painter	6.00	4			X	24.00	171
Al Wildberger	Elect Foreman	7.50	4			X	30.00	173
A. C. McBride	Elect	7.00	4			X	28.00	174
Wm Lunny	Laborer	4.50	2			X	9.00	177
F. Krewit	Plasterer	7.20	2				14.40	175
						Run 3	441.81	
						" 2	900.62	
						" 1	1237.01	
							2579.44	

E. WATERHOUSE & C. EXAMINER JAN 1920

Ck 179

Prod.....a/c No..... Vo. No. 39

Account:.....

Checked:.....Paid by Check 179

O. K.....

Sheet No 1 — 1237 01

" " 2 — 900 62

" " 3 — 441 81

2579 44

FORM 100 SM 10-14-18 M&L.

PICTURE NO._____ **D. W. Griffith Studio** WEEK ENDING Sept 26 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
P. Snyder	Carpenter	7.00	4	6			33.25	126
L. Talve	"	"	5	5			39.38	127
A. E. Thompson	"	"	3	5			25.38	128
T. Varvero	"	"	4	8			35.00	129
J. Walters	"	"	4	9			35.88	130
J. Getterland	"	"	4	5			32.38	131
V. Manella	"	"	3	9			28.88	134
L. O'Neill	Lather	8.00	1	7			15.00	133
J. Smith	"	"	1	7			15.00	134
G. accurso	Mixer	5.00	5	6			28.75	135
E. accurso	"	"	5	6			28.75	136
R. DiTorio	"	"	5	6			28.75	137
B. McLaughlin	"	"	5	6			28.75	138
L. Merolilli	"	"	5	6			28.75	139
A. Attariano	"	"	5	5			28.13	140
G. Pergola	"	"	5	5			28.13	141
N. Siano	"	"	5	5			28.13	142
Nick Valli	"	"	5	5			28.13	143
A. Anziano	Laborer	4.50	7	5			34.31	144
H. J. Carroll	"	"	4	9			23.06	145
W. Castagna	"	"	7	11½			37.97	146
R. C. Daymon	"	"	7	5			34.31	147
J. Fastiggi	"	"	5	1			23.07	148
L. Fiera	"	"	4	7			21.94	149
S. J. Haggerty	"	"	7	15½			40.22	150
B. Marsella	"	"	6	5			29.81	151
T. Murray	"	"	6	3			28.69	152
R. J. Murray	"	"	7	12½			38.53	153
A. Munter	"	"	7	8½			36.28	154
A. W. Rockefeller	"	"	2	7			12.94	155
C. Rogers	"	"	5	1	900	62	23.07	156
						384.20	900.62	

PRICE, WATERHOUSE & CO. EXAMINED JAN 1920

FORM 100 5M 10-14-18 M&L.

PICTURE NO._____

D. W. Griffith Studio

WEEK ENDING Sept 26 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
G. W. Robinson	Laborer	5.00	1				5.00	96
F. Wortman	Supt	$100.00 week	6			X	100.00	97
H. Foy	Foreman	8.00	7	25		X	81.00	98
Ira Brown	"	"	7	17		X	73.00	99
J. D. Thompson	"	"	7	2		X	58.00	100
N. J. Molloy	Engineer	6.00	5	16		X	42.00	101
G. Wilson	Truck Foreman	6.00	7	27		X	62.25	102
Roy Wortman	Helper	3.50	5	5		X	19.70	103
Wm Cowen	Supt. Grounds	27.50 week	6			X	27.50	104
L. Diamond	Foreman Laborer	5.50	7	12½		X	47.10	105
John Thomas	Teamster	9.00	3	5		X	32.63	106
J. Webber	"	"	3	15		X	43.88	107
G. Holland	Watchman	21.00 week	6			X	21.00	108
Wm H. Donehue	Carpenter	7.00	6	2			43.75	109
A. Conklin	"	"	4	9			35.88	110
A. Carlson	"	"	4	9			35.88	111
J. Carlson	"	"	4	9			3588	112
G. Cunningham	"	"	4	5			32.38	113
S. Ferreri	"	"	4	9			35.88	114
J. Gailhard	"	"	4	9			35.88	115
J. Gibbons	"	"	4	9			35.88	116
M. Gibbons	"	"	4	9			35.88	117
N. J. Greeley	"	"	4	9			35.88	118
E. Parker	"	"	4	9			35.88	119
V. Passabet	"	"	4	9			35.88	120
D. Potts	"	"	3				21.00	121
H. Raven	"	"	4	9			35.88	122
Wm Roney	"	"	4	5			32.38	123
G. Roselle	"	"	5	17			49.88	124
G. Rudjord	"	"	5	17			49.88	125
					1237	01	1237.01	

WATERHOUSE & CO EXAMINED JAN 1920

D. W. GRIFFITH COLLECTION MUSEUM OF MODERN ART

Show No. 3 P/R #7

FORM 100 5M 10-14-18 M&L.

PICTURE NO. _____

D. W. Griffith Studio

WEEK ENDING Oct 3 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
N. J. Carrol	Laborer	4.50	5	12½			29.53	140
W. Castagna	"	"	5	13½			30.09	1
R. C. Daymon	"	"	3	8½			18.28	V
J. Fastiggi	"	"	4	8½			22.78	3
L. Fiera	"	"	5	12½			29.53	4
S. J. Haggerty	"	"	4	17½			27.85	5
B. Marsella	"	"	3	4			15.75	6
F. Murray	"	"	5	12½			29.53	7
R. J. Murray	"	"	5	12½			29.53	8
A. Munter	"	"	5	15½			31.23	9
C. Rogers	"	"	5	12½			29.53	250
S. Showery	"	"	4	12½			25.03	1
Dan Smith	"	"	7	4			33.75	V
J. Sullivan	"	"	5	7			26.44	3
A. C. Sprague	"	"	4	8½			22.78	4
E. Webster	"	"	5	12½			29.53	5
C. Wagner	"	"	5	13½			30.09	6
K. Westfal	"	"	5	15½			31.23	7
J. Yannuralli	"	"	5	14½			30.66	8
H. Meaux	"	"	3	6			16.88	9
P. Diamond	"	"	4	12½			25.03	260
Wm Lunny	"	"	3	7			17.44	1
J. Welton	"	3.75	7	5			28.60	V
A. Vendura	"	4.50	2	15½			17.72	3
J. Flynn	"	"	2	8½			13.78	4
L. Giancola	"	"	1	6½			8.16	V
J. Ireland	Engineer	5.00	1	8½		X	10.31	6
J. Varvero	Mixer	"	3	21			28.13	7
J. Chambers	Elect	7.00	5		Acct 1	913.56 X	35.00	8
					2	1179.30 X		
E. McKay	"	"	5		1	768.19	35.00	9
					2	861.05 X		
J. B. Kelly	Laborer	4.50	2		Ck 185		9.00	270
							768.19	

Prod. #2 a/c No. Vo. No. 42
Account:
Checked:
O. K.
Paid by Check 185

PRICE, WATERHOUSE & CO. EXAMINED JAN 1920 L.A.

Sheet No 2

FORM 100 5M 10-14-18 M&L.

PICTURE NO._____ **D. W. Griffith Studio** WEEK ENDING Oct 3 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
J. Gailhard	Carpenter	7.00	5	8			42.00	709
J. Gibbons	"	"	5	8			42.00	710
M. Gibbons	"	"	5	8	Deduc #718 for 10 ad'l paid 42.10		42.00	1
N. J. Greeley	"	"	5	8			42.00	2
E. Parker	"	"	5	8			42.00	3
V. Passabet	"	"	4	8			35.00	4
D. Potts	"	"	5	8			42.00	5
H. Raven	"	"	5	8			42.00	6
A. Raselle	"	"	5	8			42.00	7
C. Rudjord	"	"	1	8			14.00	8
P. Snyder	"	"	5	8			42.00	9
L. Talve	"	"	5	8			42.00	720
J. Walters	"	"	5	8			42.00	1
V. Manella	"	"	5	8			42.00	2
G. Anderson	Plasterer	8.00	3	9			33.00	3
J. Rigano	"	"	3	2			26.00	4
C. Krewet	"	"	3	9			33.00	5
F. Krewet	"	"	3	13			37.00	6
J. Naughton	Painter	7.00	5	1			35.88	7
G. Accurso	Mixer	5.00	5	25			40.63	8
E. Accurso	"	"	5	29			43.13	9
R. Di Tario	"	"	5	16			35.00	730
B. McLaughlin	"	"	5	25			40.63	1
L. Merolilli	"	"	5	29			43.13	2
A. Attariano	"	"	5	25			40.63	3
G. Pergola	"	"	5	29			43.13	4
N. Siano	"	"	5	18			36.25	5
Nick Valli	"	"	5	29			43.13	6
L. Diamond	Fore Laborers	5.50	6	7			37.82	7
A. Anziano	Laborer	4.50	4	16½			27.28	8
M. Bianca	"	"	5	14½		57.94	30.66	9
							1179.30	

WATERHOUSE & CO EXAMINED JAN 1920

List No. 1

FORM 100 5M 10-14-18 MaL.

PICTURE NO._____ **D. W. Griffith Studio** WEEK ENDING Oct 3 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
A. Cunningham	Carpenter	7.00	1/2				3.50	178
A. Cunningham	"	"		4			3.50	184
S. Ferreri	"	"	1/2				3.50	179
S. Ferreri	"	"		4			3.50	185
Wm Roney	"	"	1/2				3.50	180
Wm Roney	"	"		4			3.50	186
A. E. Thompson	"	"	1/2				3.50	181
A. E. Thompson	"	"		4			3.50	187
F. Varvero	"	"	1/2				3.50	182
F. Varvero	"	"		4			3.50	188
J. Zetterland	"	"	1/2				3.50	183
J. Zetterland	"	"		4		42.00	3.50	189
F. Wortman	Supt	100.00 wk	6			X	100.00	190
H. Fox	Foreman	8.00	7	19		X	75.00	191
Ira Brown	"	"	7	19		X	75.00	192
V. D. Thompson	"	"	6	22		X	70.00	193
J. Wilson	Truck Foreman	6.00	7	20		X	57.00	194
Roy Wortman	Helper	3.50	2				7.00	195
Wm Cowen	Supt. Grounds	27.50 wk	6			X	27.50	196
J. Holland	Watchman	21.00 wk	6			X	21.00	197
A. Baldwin	Caretaker	3.75	6	2		X	23.44	198
J. Scott	"	"	3			X	11.25	199
H. D. Molloy	Engineer	6.00	4	10½		X	31.88	200
John Thomas	Teameter	9.00	4	8½		X	45.56	201
J. Webber	"	"	5	8½		X	54.56	202
Al Wildberger	Fore Elect.	7.50	5	6		X	43.12	3
A. C. McBride	Elect.	7.00	5	6		X	40.25	4
Wm H. Doiehue	Carpenter	"	7	16			63.00	5
A. Coucklin	"	"	5	8			42.00	6
A. Carlson	"	"	5	8			42.00	7
J. Carlson	"	"	5	8			42.00	8
							919.56	

WATERHOUSE & CO EXAMINED JAN 1920

D. W. GRIFFITH COLLECTION MUSEUM OF MODERN ART FILM LIBRARY

PAYROLL
STUDIO
ONLY

CONSTRUCTION

PAYROLL
1919

PAYROLL AFTER
ARTISTS ARRIVE AT
MAMARONECK

week ending
10/11

INCLUDES
LABOR STUDIO
CONSTRUCTION

FORM 100 5M 10-14-18 MaL.

PICTURE NO._____

D. W. Griffith Studio

WEEK ENDING Oct. 10 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. No.	AMOUNT	TOTAL AMOUNT	CHECK No
F. Wootman	Supt	100 00	6			X	100.00	271
N. Fox	Foreman	80 00	7	24		X	80.00	272
Ira Brown	"	"	7	29		X	85.00	273
T. D. Thompson	"	"	7	24		X	80.00	274
Geo. Wilson	Truck Fore	60 00	7	27		X	60.25	275
Wm Cowen	Supt Grounds	24 00 WK	6			X	24.00	276
G. Holland	Watchman	21 00 WK	6			X	21.00	277
A. Baldwin	Caretaker	22 50 WK	6			X	22.50	278
N. D. Molloy	Engineer	6 00	7	10		X	49.50	279
J. Ireland	"	5 00	6	4		X	32.50	280
Al Wildberger	For Elect	7 50	5	9		X	45.94	281
A. C. McBride	Elect	7 00	5	9		X	42.88	282
J. Chambers	"	"	5	7		X	41.13	283
C. McKay	"	"	5	7		X	41.13	284
F. Krewet	Mason for	9 00	6	16			72.00	285
C. Krewet	"	8 00	6	16			64.00	286
J. Rigano	"	"	6	16			64.00	287
G. Anderson	"	"	6	16			64.00	288
J. Naughton	Painter	7 00	5	4			38.50	289
J. Webber	Teamster	9 00	5				45.00	290
D. Miller	"	"	5	1			46.13	291
John Thomas	"	"	1				9.00	292
Wm N. Doneline	Carpenter	7 00	7	16			63.00	293
A. Carlson	"	"	6	12			52.50	294
J. Carlson	"	"	6	12			52.50	295
A. Conklin	"	"	5	12			45.50	296
J. Gailhard	"	"	6	14			54.25	297
J. Gibbons	"	"	5	4			38.50	298
M. Gibbons	"	"	5	4			38.50	299
N. J. Greeley	"	"	6	12			52.50	300
V. Manella	"	"	0	8			7.00	301
						404.25	1532.71	

WATERHOUSE & CO. EXAMINED JAN 1920

FORM 100 5M 10-14-18 M&L.

PICTURE NO._____ V **D. W. Griffith Studio** WEEK ENDING Oct 10 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
E. Parker	Carpenter	7.00	6	12			52.50	302
V. Passabet	"	"	6	12			52.50	303
D. Potts	"	"	6	12			52.50	304
H. Raven	"	"	6	12			52.50	305
A. Roselle	"	"	5	12			45.50	306
P. Snyder	"	"	6	12			52.50	307
L. Talve	"	"	6	14			54.25	308
J. Walters	"	"	6	12			52.50	309
Cy Merritt	Props	"	4			X	28.00	310
W. Webber	Truck	5.00	5	16		X	35.00	311
J. Welton	Helper	3.50	7	4		X	26.25	312
L. Diamond	For Laborers	5.50	6	9			39.19	313
G. Accurso	Mixer	5.00	7	25			50.63	314
E. Accurso	"	"	7	26			51.25	315
R. DiTorio	"	"	7	25			50.63	316
B. McLaughlin	"	"	5	28			42.50	317
L. Merolilli	"	"	7	26			51.25	318
A. Attariano	"	"	6	22			43.75	319
G. Pergola	"	"	7	26			51.25	320
N. Siano	"	"	7	25			50.63	321
Nick Valli	"	"	7	26			51.25	322
J. Varvero	Carpenter	7.00	6	1			42.88	323
A. Anziano	Laborer	4.50	6	9			32.07	324
M. Bianca	"	"	1				4.50	325
H. J. Carroll	"	"	5				22.50	326
W. Castagna	"	"	6	5			29.81	327
R. C. Daymon	"	"	5	3			24.19	328
P. Diamond	"	"	5				22.50	329
J. Fastiggi	"	"	6	2			28.63	330
L. Fiera	"	"	6	4			29.25	331
J. Flynn	"	"	6	4			29.25	332
							1251.91	

PRICE, WATERHOUSE & CO. EXAMINED JAN 1920

FORM 100 5M 10-14-18 MaL.

PICTURE NO. 3 **D. W. Griffith Studio** WEEK ENDING Oct 10 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
L. Giancola	Laborer	4.50	1				4.50	333
S. J. Haggerty	"	"	5	1			23.07	334
F. Holland	"	"	5	7			26.44	335
J. Moen	"	"	6	4			29.25	336
F. Murray	"	"	6				27.00	337
R. J. Murray	"	"	7	12			38.25	338
A. Munter	"	"	7	8			36.00	339
C. Rogers	"	"	5	8			27.00	340
Dan Smith	"	"	7	4			33.75	341
A. C. Sprague	"	"	7	5			34.31	342
J. Sullivan	"	"	6	9			32.07	343
P. Serecchio	"	"	7	13			38.81	344
E. Wagner	"	"	6	9			32.07	345
E. Webster	"	"	5				22.50	346
K. Westfal	"	"	6	8			31.50	347
J. Yannualli	"	"	6	7			30.94	348
A. Vendura	"	"	6	4			29.25	349
Wm Roney	Carpenter	7.00	3	4			24.50	350
A. Cunningham	"	"	3	4			24.50	351
F. Ekholm	"	"	2				14.00	352
J. Banham	Mason	8.00	4	4			36.00	353
W. Downs	"	"	5	4			44.00	354
F. Copperwait	"	"	5	4			44.00	355
H. Parker	"	"	5	4			44.00	356
J. Siefreid	"	"	4	4			36.00	357
Sam Hill	"	"	2	4			20.00	358
S. Brown	"	"	2	4			20.00	359
Dan Reardon	"	"	2	4			20.00	360
F. Stefens	Props	8.00	7				56.00	361
E. W. Thompkins	Elect	7.00	4				28.00	362
D. Lancia	Laborer	4.50	4	2			19.13	363
							976.84	

WATERHOUSE & CO
EXAMINED
JAN 1920

FORM 100 SM 10-14-18 MaL.

PICTURE NO. 4 **D. W. Griffith Studio** WEEK ENDING Oct. 10 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. No.	AMOUNT	TOTAL AMOUNT	CHECK NO
H. Sutch	wardrobe				X		75.00	379
Mrs H. Sutch	"				X		23.00	380
J Scott	Care taker				X		7.50	381
							105 50	

For Ck 382 See Memo on Pay sheet

PEATMAN, TERHOUSE & CO
EXAMINED
JAN 1920
No. 53

P/R #8

FORM 100 5M 10-14-18 M&L.

PICTURE NO. 5 **D. W. Griffith Studio** WEEK ENDING 10/11 191—

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
J Lloyd	Publicity					0	100 —	364
~~F.R. Wilson~~	~~"~~						~~200 75~~	~~365~~
W. Beyer	Camera						250 —	365
Louis "	"						50 —	366
J Smith	Cutting						100 —	367
Case "	"						65 —	368
Geo Seitz	Assistant						65 —	369
Robt Harron	Actor						700 —	370
Elaine Hammerstein	Act "						150 —	371
Carroll Dempster	"				31 125		90 —	372
Kate Bruce	"				50 —		40 —	373
A Lestina	"						31 25	374
A Wiener	Secretary				40 00	0	30 —	375
J.C.V. Taylor	Scenario					0	300 —	376
M. M Stearns	"					0	100 —	377
~~A L Gray~~	~~Asst Mgr.~~						~~200 —~~	—
							2074 25	
Lillian Gish					Redeposited		1850 —	378
Photo 50 —					Page 5		3 921 25	
Hair 175 —					4		105 50	
					3		976 84	
					2		1 251 91	
					1		1 532 71	
							7 738 21	

WATERHOUSE & CO EXAMINED JAN 1920

Ck 203 4303.71
" 204 4921.25
9224 96
less drawn from Pay Roll 2 and redeposited in General A/c by Pay Roll Ck #382 4867 5
7738 21

Prod..... a/c No..... Vo. No. 61
Account:
Checked: Paid by Check
O. K. Should be

Ck 203 4303 71
204 4921.25
9224 96
8224 96
1000.— deducted for Pay Roll Ck Deposited P/R #11 11/11/19

FORM 100 5M 10-14-18 M&L.

PICTURE NO. _____ / **D. W. Griffith Studio** WEEK ENDING Oct 17 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
F. Wortman	Supt.	125.00 wk	6			X	125.00	406
H. Fox	Foreman	8.00	7	21		X	77.00	407
Ira Brown	"	"	7	28		X	84.00	408
T. D. Thompson	"	"	7	24		X	80.00	409
Geo. Wilson	Truck Fore	6.00	7	26		X	61.50	410
W. Webber	Truck	5.00	6	23		X	44.37	411
Wm Cowen	Supt Grounds	27.50 wk	6			X	27.50	412
G. Holland	Watchman	21.00 wk	6			X	21.00	413
A. Baldwin	Caretaker	22.50 wk	6			X	22.50	414
J. Scott	"	"	3			X	11.75	415
J. A. Miller	"	"	5			X	18.75	416
Al Wildberger	Fore Elect	7.50	6	12		X	56.25	417
A. C. McBride	Elect	7.00	6	12		X	52.50	418
J. Chambers	"	"	6	12		X	52.50	419
C. McKay	"	"	6	12		X	52.50	420
~~E. W. Tompkins~~	"	"						
H. D. Molloy	Engineer	6.00	7	8		X	48.00	421
J. Ireland	"	5.00	7	8		X	40.00	422
J. Naughton	Painter	7.00	5	4		X	38.50	423
D. Miller	Teamster	9.00	4	7		X	43.87	424
J. Webber	"	"	4	7		X	43.87	425
J. Welton	Helper	3.75	6	6			25.32	426
T. Varvero	Carpenter	7.00	5	4			38.50	427
A. Carlson	"	"	5	4			38.50	428
J. Carlson	"	"	6	4			45.50	429
A. Conklin	"	"	6	4			45.50	430
A. Cunningham	"	"	4	6			33.25	431
C. V. Driscoll	"	"	4	10			36.75	432
F. Ekholm	"	"		4			3.50	433
J. Gailhard	"	"	5	4			38.50	434
J. Gibbons	"	"	1	4		1317.18	10.50	435

PRICE, WATERHOUSE & CO EXAMINED JAN 1920 No. 58 ACCOUNTANTS

FORM 100 SM 10-14-18 M&L.

PICTURE NO. 2 — **D. W. Griffith Studio** — WEEK ENDING Oct. 17 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
M. Gibbons	Carpenter	7.00	6	4			45.50	436
Dan Hennessy	"	"	5	4			38.50	437
C. Lyon	"	"	4	4			31.50	438
~~C. Parker~~	"	"						
V. Passabet	"	"	6	4			45.50	439
D. Potts	"	"	5	8			42.00	440
H. Raven	"	"	5	4			38.50	441
Wm Roney	"	"	5	6			40.25	442
A. Roselle	"	"	5	4			38.50	443
P. Snyder	"	"	4	4			31.50	444
L. Talve	"	"	6	4			45.50	445
J. Walters	"	"	5	4			38.50	446
H. J. Greeley	"	"	5	4			38.50 47 4.25	447
F Steppus	Props.	75.00 week				X	75.00	448
Si Merritt	"	7.00	7			X —	49.00 12	449
Wm H. Donehue	Carpenter	7.00	7	18			64.75	450
F. Krewet	Mason Foe	9.00	5	8			54.00	451
C. Krewet	"	8.00	5	8			48.00	503
J. Rigano	"	"	5	8			48.00	452
G. Anderson	"	"	5	8			48.00	453
W. Downs	"	"	4	15			47.00	454
F. Copperwait	"	"	5	8			48.00	455
H. Parker	"	"		8			8.00	456
J. Siefreid	"	"	5	4			44.00	457
Dan Reardon	"	"		4			4.00	458
Sam Hill	"	"	2	8			24.00	459
S. Brown	"	"	4	15			47.00	460
J. Banham	"	"	4	15			47.00	461
C. Maiolino	"	"	4	7			39.00	462
Geo Hering	"	"	5				40.00 54 6.00	463
G. Accurso	Mixer	5.00	6	21		1252.13	43.13	464

CLOSE & CO INCORPORATED JAN 1920 No. 53 ACCOUNTANTS

FORM 100 5M 10-14-18 M&L.

PICTURE NO. 3 **D. W. Griffith Studio** WEEK ENDING Oct. 17 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
E. Accurso	Mixer	5.00	6	20			42.50	465
R. Di Torio	"	"	6	21			43.13	466
B. McLaughlin	"	"	6	21			43.13	467
L. Merolilli	"	"	6	21			43.13	468
A. Attariano	"	"	6	15			39.38	469
G. Pergola	"	"	6	21			43.13	470
N. Siano	"	"	6	20			42.50	471
Nick Valli	"	"	6	21			43.13	472
G. Talia	"	"	5	11			31.88	473
L. Diamond	Tore Laborer	5.50	6	8			38.00	474
A. Anziano	Laborer	4.50	6	5			29.81	475
N. J. Carrol	"	"	1				4.50	476
W. Castagna	"	"	6	4			29.25	477
R. C. Daymon	"	"	6	2			28.13	478
P. Diamond	"	"	5	8			27.00	479
J. Fastiggi	"	"	5	3			24.19	480
L. Fiera	"	"	5				24.19	481
J. Flynn	"	"	3	1			14.07	482
S. J. Haggerty	"	"	6				27.00	483
F. Holland	"	"	3	13			20.81	484
D. Lancia	"	"	6	9			32.07	485
J. Moen	"	"	6	6			30.38	486
F. Murray	"	"	6	6			30.38	487
R. J. Murray	"	"	5	13			29.81	488
A. Munter	"	"	7	5			34.31	489
C. Rogers	"	"	6	7			30.94	490
Dan Smith	"	"	7	8			36.00	491
A. C. Sprague	"	"	7	8			36.00	492
J. Sullivan	"	"	3	4			15.75	493
P. Serecchio	"	"	5	10			28.13	494
C. Wagner	"	"	5	7		96907	26.44	495

PRICE, WATERHOUSE & CO. EXAMINED JAN 1920

FORM 100 SM 10-14-18 M&L.

PICTURE NO. 4 **D. W. Griffith Studio** WEEK ENDING Oct 17 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO	
E. Webster	Laborer	4.50	5	7			26.44	497	✓
K. Westfal	"	"	6	5			29.81	498	✓
J. Yannerelli	"	"	5	13			29.81	499	✓
A. Vendura	"	"	6	6			30.38	500	✓
W. Baldwin	"	"	4	2			19.13	501	✓
N. Reilly	Mason	8.00	2	4			20.00	502	✓
E. Wheeler	Carpenter	7.00	1	7			13.13	496	✓
							168.70		

PRICE WATERHOUSE & CO
EXAMINED
JAN 1920

P. R. No 9

FORM 100 5M 10-14-18 M&L.

PICTURE NO. N-2 5

D. W. Griffith Studio

WEEK ENDING October 11th 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. No.	AMOUNT	TOTAL AMOUNT	CHECK No
A. H. T. Banzhaf	Attorney	Week	(Ck. Canceled)				500	Autopost 384
A. L. Gray	Genl. Manager	"				0	300	385
A. F. Wilson	Publicity	"				0	288 25	386
J. Lloyd	"	"				0	100	387
Horry Carr	Scenario	"				0	200	388
S. E. V. Taylor	"	"				0	300	389
M. M. Stearns	"	"				0	100	390
G. W. Bitzer	Camera	"					100 150	391 392
Lou Bitzer	"	"					50	393
J. Smith	Cutting	"					100	394
Rose Smith	"	"					65	395
Geo. Beranger	Asst. Director	"					65	396
Miss Lillian Gish	Actress	"					1850	397
" Clarine Seymour	"	"					150	398
" Carol Dempster	"	"				except one due for Cost Work	35 125	399
Mrs. Kate Bruce	"	"					50	400
Robt. Harron	Actor	"					700	401
Richard Barthelmess	"	"					300	402
A. Lestina	"	"					3125	403
Miss Agnes Weiner	Secretary	"				0	40	404
J. H. Blake	Office	"				0	60	405
							5,659 50	
Anders Randolf	—	"					400	504
Gleighton Hale		"					400	505
						Page 5	$6,459 50	N-y

Cy. 4 168 70
3 969 07
2 1252 13
1 1317 18

3 70 708 ½ N 1 1853 54
½ N 2 1853 54

10166 58

N-1 185354
N-2 831304
$10,16658

PRICE, WATERHOUSE & CO. EXAMINED JAN 1920 No. 53 ACCOUNTANT

CK 7:7
Vo 87

FORM 100 SM 10-14-18 M&L.

Pay Roll No. 10

Sheet No. 1

PICTURE NO. N-2

D. W. Griffith Studio

WEEK ENDING Oct 25th 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
A. N. T. Baughoff	Attorney	Week					500	508
A. L. Gray	Gen'l Manager	"					300	509
Anders Randolf	Publicity	"					400	510
Creighton Hale	"	"					400	511
A. G. Wilson	"	"	7 88 45				288 65	512
J. Lloyd	"	"					100	513
Harry Carr	"	"					200	514
J. E. V. Taylor	Scenario	"					300	515
M. M. Stearns	"	"					100	516
G. W. Bitzer	Camera	"					250	517
Lou Bitzer	"	"					50	518
J. Smith	Cutting	"					100	519
Rose Smith	"	"					65	520
Jos. Seargent	Asst. Director	"					65	521
Miss Lillian Gish	Actress	"					1850	522
" Clarine Seymour	"	"					150	523
" Carol Dempster	"	"	125 00				125	524
Mrs. Kate Bruce	"	"					50	525
Robt. Harron	Actor	"					700	526
Richard Barthelmess	"	"					300	527
A. Sterling	"	"					312 50	528
Miss Agnes Weinus	Secretary	"					40	529
J. H. Blake	Office	"					60	530
W. Sutch	Wardrobe	"			Week 10/18		75	506
Mrs. W. Sutch	"	"					75	531
N. D. Silman	Asst. "	"	30 00				23	532
Porter Strong	Actor	"			Week 10/13		75	533
							50	507
							50	534
							6722 90	

TERHOUSE & CO
EXAMINED
JAN 1920
No. 53
ACCOUNTANTS

Vo. No. 101-A

				$ 6722 90
		Sheet No. 2	1374.50	
		" " 3	1145.08	
N. 1	1937.05	" " 4	950.36	
N-2	933.67	" " 5	404.15	3.87409
		" " 6		67573
			Total	$ 10272 72

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

FORM 100 5M 10-14-18 M&L.

Pay Roll No. 11

Sheet No. 2

PICTURE NO. Construction **D. W. Griffith Studio** WEEK ENDING Oct 24 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
F. Wortman	Supt	125.00 wk	6		X		125.00	535
N. Fox	Foreman	8.00	5	20	X		60.00	6
Ira Brown	"	"	6	34	X		82.00	7
T. D. Thompson	"	"	6	21	X		69.00	8
Geo. Wilson	Truck Foreman	6.00	7	28	X		63.00	9
W. Webber	Truck	5.00		9	X		5.75	540
Wm Cowen	Supt Grounds	27.50 wk	6		X		27.50	1
G. Holland	Watchman	21.00 wk	6		X		21.00	2
A. Baldwin	Caretaker	22.50 wk	6		X		22.50	3
J. A. Miller	"	"	6		X		22.50	4
J. Walton	Helper	3.75	7	4	X		28.12	5
J. Naughton	Painter	7.00	5	4	X		38.50	6
H. D. Molloy	Engineer	6.00	7	13	X		51.75	7
J. Ireland	"	5.00	7	11	X		41.88	8
D. Miller	Teamster	9.00	6	2	X		56.25	9
J. Webber	"	"	2		X		18.00	550
F. Krewet	Mason	9.00	5	12			58.50	1
G. Anderson	"	8.00	5	12			52.00	2
S. Brown	"	"	5	12			52.00	3
J. Banham	"	"	5	12			52.00	4
F. Copperwait	"	"	5	12			52.00	5
W. Downs	"	"	5	12			52.00	6
Sam Hill	"	"	2	8			24.00	7
Geo. Hering	"	"	5	12			52.00	8
C. Krewet	"	"	5	12			52.00	9
C. Maiolino	"	"	2	4			20.00	560
H. Reilly	"	"	5	12			52.00	1
J. Rigano	"	"	5	12			52.00	2
J. Seifreid	"	"	5	12			52.00	3
S. Hepburn	Elect	7.00	2	6		X	19.25	4
							1374.50	

PRICE, WATERHOUSE & CO EXAMINED JAN 1920 No. 53 ACCOUNTANTS

FORM 100 5M 10-14-18 M&L.

Pay Roll No. 11 — Sheet No 3

PICTURE NO. Construction — **D. W. Griffith Studio** — WEEK ENDING Oct 24 1919

NAME	OCCUPATION	RATE	TOTAL TIME: DAYS REGULAR	TOTAL TIME: HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
Al Wildberger	Elect.	7.50	5	11	X		47.81	565
A. C. McBride	"	7.00	5	11			44.63	6
J. Chambers	"	"	4	11			37.63	7
C. McKay	"	"	4	11			37.63	8
N. J. Miller	"	"	6	6			47.25	9
A. Carlson	Carpenter	"	6	12			52.50	570
J. Carlson	"	"	6	20			59.50	1
A. Conklin	"	"	6	12			52.50	2
A. Cunningham	"	"	6	12			52.50	3
C. V. Driscoll	"	"	2				14.00	4
J. Gailhard	"	"	6	12			52.50	5
N. J. Greeley	"	"	2	4			17.50	6
M. Gibbons	"	"	6	12			52.50	7
Dan Hennessey	"	"	2				14.00	8
C. Lyon	"	"	1	4			10.50	9
E. Parker	"	"	6	12			52.50	580
V. Passabet	"	"	6	14			54.25	1
D. Potts	"	"	4	4			31.50	2
H. Raven	"	"	1	4			10.50	3
Wm Roney	"	"	6	12			52.50	4
A. Roselle	"	"	1	4			10.50	5
P. Snyder	"	"	6	12			52.50	6
L. Talve	"	"	6	14			54.25	7
J. Walters	"	"	2	4			17.50	8
E. Wheeler	"	"	6	12			52.50	9
J. Varvero	"	"	5	12			45.50	590
Wm H. Donahue	"	"	7	7			55.13	1
W. H. Webber	"	"	3				21.00	2
G. Braun	"	"	3				21.00	3
G. Rowe	"	"	3				21.00	4
							1145.08	

PRICE, WATERHOUSE & CO EXAMINED JAN 1920 No. 53 ACCOUNTANTS

FORM 100 5M 10-14-18 M&L.

Pay Roll No. 11

Sheet No. 4

PICTURE NO. Construction **D. W. Griffith Studio** WEEK ENDING Oct 24 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
A. Roneesey	Carpenter	7.00	3				21.00	595
W. Henderson	"	"	3				21.00	6
J. White	"	"	3				21.00	7
A. Auman	"	"	3				21.00	8
M. Barrett	"	"	3				21.00	9
A. McAllister	"	"	3				21.00	600
H. Wheeler	"	"	4				28.00	1
G. Accurso	Mixer	5.00	6	18			41.25 (15-4.0)	2
E. Accurso	"	"	6	19			41.88	3
R. Di Torio	"	"	6	28			47.50	4
B. McLaughlin	"	"	6	20			42.50	5
L. Merolilli	"	"	6	22			43.75	6
A. Attariano	"	"	2	10			16.25	7
G. Pergola	"	"	6	22			43.75	8
N. Siano	"	"	6	29			48.13	9
G. Talia	"	"	6	28			47.50	610
Nick Valli	"	"	6	18			41.25	1
L. Diamond	Fore Laborer		7	26			56.37 (413.76)	2
A. Anziano	Laborer	5.50	7	20			42.75	3
W. Baldwin	"	4.50	3	6			16.88	4
W. Castagna	"	"	5	10			28.13	5
R. C. Daymon	"	"	6	9			32.07	6
P. Diamond	"	"	6	4			29.75	7
J. Fastiggi	"	"	5	1			23.07	8
L. Fiera	"	"	1				4.50	9
J. Flynn	"	"	7	17			41.07	620
S. J. Haggerty	"	"	6	6			30.38	1
F. Holland	"	"	3	3			15.19	2
D. Lancia	"	"	4	24			31.50	3
J. Moen	"	"	6	7			30.94	4
							382.60	
							950.36	

PEAT MARWICK MITCHELL & CO EXAMINED JAN 1920 No. 53 ACCOUNTANTS

FORM 100 3M 10-14-18 M&L.

Pay Roll No. 11

Sheet No. 5

PICTURE NO. Construction **D. W. Griffith Studio** WEEK ENDING Dec 24 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
F. Murray	Laborer	4.50	6	3			28.69	625
R. J. Murray	"	"	6	3			28.69	6
A. Munter	"	"	5	7			26.44	7
C. Rogers	"	"	5	3			24.19	8
Dan Smith	"	"	5	11			28.69	9
A. C. Sprague	"	"	5	6			25.88	630
P. Serecchio	"	"	7	23			44.44	1
C. Wagner	"	"	6				27.00	2
E. Webster	"	"	6				27.00	3
K. Westfal	"	"	6	4			29.25	4
J. Yannerelli	"	"	7	20			42.75	5
A. Vendura	"	"	1				4.50	6
J. A. Dobbins	"	"	5	6			25.88	7
J. W. Potts	"	3.75	3				11.25	8
F. Decia	"	4.50	2				9.00	9
L. O'Neil	Lather	8.00	1				8.00	640
A. Hopson	"	"	1				8.00	1
A. Diamond	Laborer	4.50	1				4.50	664
							404.15	

PRICE, WATERHOUSE & CO EXAMINED JAN 1920 No. 53

FORM 100 5M 10-14-18 M&L

Pay Roll No. 11 — Sheet No. 6

PICTURE NO. N-2 — **D. W. Griffith Studio** — WEEK ENDING Oct 24 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
H. Fox	Foreman	8.00	2	11			27.00	642
Ira Brown	"	"	1	8			16.00	3
T. D. Thompson	"	"	1	8			16.00	4
F. Steffus	Props	8.00	7	29		X	85.00	5
Si Merritt	"	7.00	7	8		X	56.00	6
E. Heinbothem	Carpenter	"	5	5			39.48	7
Wm H. Donehue	"	"		10			8.75	8
N. Raven	"	"	6	8			49.00	9
A. Roselle	"	"	6	8			49.00	650
J. Walters	"	"	5	8			42.00	1
N. J. Greeley	"	"	5	8			42.00	2
C. V. Driscoll	"	"	4	12			38.50	3
Dan Hennessey	"	"	4	12			38.50	4
D. Potts	"	"	2	8			21.00	5
Al Wildberger	Elect	7.50	2				15.00	6
A. C. McBride	"	7.00	2				14.00	7
J. Chambers	"	"	3				21.00	8
C. McKay	"	"	3				21.00	9
W. Webber	Truck	5.00	6	24		X	45.00	660
J. Webber	Teamster	9.00	1			X	9.00	1
D. Lancia	Laborer	4.50	3				13.50	2
F. Munter	"	4.50	2				9.00	3
							675.73	

PRICE & DAVIES JAN 1920 No. 53 ACCOUNTANTS

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

500.00
300.00
400.00
400.00
288.65
100.00
200.00
300.00
100.00
250.00
50.00
100.00
65.00
65.00
1,850.00
150.00
125.00
50.00
700.00
300.00
31.25
40.00
60.00
75.00
75.00
23.00
25.00
50.00
50.00

6,722.90 #

125.00
60.00
82.00
69.00
63.00
5.75
27.50
21.00
22.50
22.50
28.12
38.50
51.75
41.88
56.25
18.00
58.50
52.00
52.00
52.00
52.00
52.00
24.00
52.00
52.00
20.00
52.00
52.00
52.00
19.25

1,374.50 #

47.81
44.63
37.63
37.63
47.85
52.50
59.50
52.50
52.50
14.00
52.50
17.50
52.50
14.00
10.50
52.50
54.50
31.50
10.50
52.50
10.50
52.50
54.25
17.50
52.50
45.50
55.13
21.00
21.00
21.00

1,145.33 #

21.00
21.00
21.00
21.00
21.00
21.00
28.00
41.25
41.88
47.50
42.50
43.75
16.25
43.75
48.13
47.50
41.25
56.37
42.75
16.88
28.13
32.07
29.75
23.07
4.50
41.07
30.38
15.19
31.50
30.94

950.36 #

28.69
28.69
26.44
24.19
28.69
25.88
44.44

27.00
27.00
29.25
42.75
4.50
25.88
11.25
9.00
8.00
8.00
4.50

404.15 #

27.00
16.00
16.00
85.00
56.00
39.48
8.75
49.00
49.00
42.00
42.00
38.50
38.50
21.00
15.00
14.00
21.00
21.00
45.00
9.00
13.50
9.00

675.73 #

6,722.90
1,374.50
1,145.08
950.36
404.15
675.73

11,272.72 #

ADJUSTMENT OF PAY ROLL'S

No. 3 to 10 transferring Labor used in Studio Construction to Account "Studio Construction". Formerly these amounts were charged to Production Cost N-1 & N-2.

P.R. No.	Total Amount	N-1	N-2	Studio Construction
3	640.20	391.20		213.00
4	3,056.72	678.96		2,377.76
4A	196.75			106.75
5	2,194.11	576.76		1,527.35
6	2,579.44	732.81		1,846.63
7	2,861.05		762.87	2,098.18
8	3,816.96	997.46		2,819.50
9	1,853.54	562.68		2,581.72
"	1,853.54		562.68	
10	1,937.05	497.40		2,879.28
"	1,934.04		947.41	
	$22,710.40	$4,437.27	$1,822.96	$16,450.17
			N-1	1,822.96
			N-2	4,437.27
				$22,710.40

S U M M A R Y .

CHARGED	16,058.77	6,651.63	22,710.40
TRANSFERED	11,621.50	4,828.67	16,450.17
	4,437.27	1,822.96	6,260.23

FORM 100 5M 10-14-18 16L

P.R. P.R. No 11

PICTURE No. N-2 #11 **D. W. Griffith Studio** WEEK ENDING NOV 1 1919 191

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. No.	AMOUNT	TOTAL AMOUNT	CHECK No
A. L Gray	Manager	Week					300	698
A. N. J Barzhaf	Attorney	"					500	666
F. R. Wilson	Publicity	"					288.45	667
Harry Carr	"	"					200	668
J. Lloyd	"	"					175	669
J. E. Taylor	Scenario	"					300	670
M M Stearns	"	"					100	671
G. W. Bitzer	Camera	"					100 / 250	806 / 672
Lou Bitzer	"	"					50	673
Geo Hill	"	"					250	807
J Smith	Cutting	"					100	674
Rose Smith	"	"					65	675
Gus. Benanger	Asst. Director	"					65	676
Miss Lillian Gish	Actress	"					1850	677
" Dorothy "	"	"					750	678
" Clarine Seymour	"	"					150	679
" Carol Dempster	"	"					175	680
Mrs Kate Bruce	"	"					50	681
Robt. Harron	Actor	"					700	682
Creighton Hale	"	"					100	683
Anders Randolf	"	"					450	684
Richard Barthelmess	"	"					400	685
Porter Strong	"	"					300	686
A. Lestina	"	"					50	687
N. Sutch	Wardrobe	"					75	689
Mrs. N. Sutch	"	"					73	690
H. B. Gilman	"	"					30	691
Mrs. Ora E. Brown	"	"					21	693
Miss Agnes Wiener	Secretary	"					40	693
H. Blake	Office	"					60	694
Geo. MacQuarrie	Actor	"					125	695
Walter James	"	"					250	696
A. Schoen	Developer	"					100	697

Paid Chgr 10 Wk. 10/18 / 10/25 $50.00 each Week.

N-2 8,732.70

1806.28

N-2 424.65 - 2230.93

10,963.63 N2

S.C. 1727.75 / 1231.54 / 127.63 - 3086.92 SC

Total $14,050.55

3 co day

" Omitted P.R. Wk. 10/25

Week of 10/25 1/2 Week

$8,732.70

$838.70 $808 same check

V. No. 152 / 292 / 1300 / 1000 / 750 / 1450 / 55 / 55 / 55

Chgr error P.R. #8

FORM 100 5M 10-14-18 M&L

Sheet #1 pp #11

PICTURE NO. N-2

D. W. Griffith Studio

WEEK ENDING Oct 31 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
Geo Wilson	Truck	6 00	1	7			11.25	665
F. Workman	Supt	125 00 wk	6				125.00	700
N. Fox	Foreman	8 00	7	32			88 00	701
Ira Browne	"	"	7	38			94.00	702
T. D. Thompson	"	"	7	33			89.00	703
J. Chambers	Elec	7 00	7	28			73.50	704
C. McKay	"	"	7	23			69.13	705
S. Hepburn	"	7.50	7	31			81.56	706
Wm Cowen	Supt. Grounds	27.50 wk	6				27.50	707
Geo. Holland	Watchman	21 00	6				21.00	708
A. Baldwin	Caretaker	3.75	7	6		—	29.06	709
J. A. Miller	"	"	6				22.50	710
J. Naughton	Painter	7 00	5	4			38.50	711
F. Stoffer	Props	8 00	7	34			90.90	712
L. J. Schwarz	"	7 00	6				42.00	713
E. Hieinbothem	Carpenter	"	7	16			63.00	714
Wm H. Donehue	"	"	7	17			63.88	715
J. Carlson	"	"	7	10			57.75	716
A. Cunningham	"	"	6	13			53.38	717
H. J. Greeley	"	"	7	27			72.63	718
D. Potts	"	"	7	12			59 50	719
H. Raven	"	"	7	24			70.00	720
Wm Roney	"	"	6	13			53.38	721
A. Roselle	"	"	7	24			70.00	722
P. Snyder	"	"	7	12			59.50	723
L. Talve	"	"	7	12			59.50	724
J. Walters	"	"	7	24			70.00	725
J. C. Holden	"	"	5	12			45.50	726
W. Webber	Truck	5 00	7	31			54.38	727
F. Cunningham	"	"	6	35			51.88	728
							1806.28	
							10 6 26	

FORM 100 SM 10-14-18 M&L.

Sheet # 2 PR # 11

PICTURE NO. N-2

D. W. Griffith Studio

WEEK ENDING Dec 31 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
D. Miller	Teamster	9.00	7	6			69.75	729
R.C. Daymon	Laborer	4.50	7	16			40.50	730
F. Decca	"	"	6				27.00	731
J. Flynn	"	"	7	18			41.63	732
S.J. Hagerty	"	"	5	5			25.31	733
J. Moen	"	"	7	16			40.50	734
F. Murray	"	"	6	14			34.88	735
R.J. Murray	"	"	4	16			27.00	736
A. Munter	"	"	7	4			33.75	737
A.C. Sprague	"	"	5	5			25.31	738
J. Welton	Helper	3.75	7	4			28.12	739
J.W. Potts	"	"	6	3			23.90	740
Mrs. S. Hagerty	Cleaner	3.50	2				7.00	741
						3549.00	1120.6 5	

FORM 100 5M 10-14-18 M&L.

Sheet #1 PR #11

PICTURE NO. CONSTRUCTION, **D. W. Griffith Studio** WEEK ENDING Oct 31 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
F. Krewet	Mason	9.00	6	16			72.00	742
G. Anderson	"	8.00	6	16			64.00	743
F. Copperwait	"	"	6	16			64.00	744
W. Downs	"	"	5	20			60.00	745
Sam Hill	"	"	6	16			64.00	746
Geo. Hering	"	"	6	16			64.00	747
C. Krewet	"	"	6	16			64.00	748
H. Reilley	"	"	6	16			64.00	749
J. Rigano	"	"	6	16			64.00	750
J. Siefreid	"	"	6	16			64.00	751
J. Accurso	Mixer	5.00	7	24			50.00	752
E. Accurso	"	"	7	24			50.00	753
R. Di Torio	"	"	7	24			50.00	754
B. McLaughlin	"	"	7	24			50.00	755
L. Merolilli	"	"	7	24			50.00	756
G. Pergola	"	"	7	24			50.00	757
N. Siano	"	"	7	24			50.00	758
Nick Valli	"	"	7	24			50.00	759
G. Talia	"	"	7	24			50.00	760
N. J. Molloy	Engineer	7.00	7	30			75.00	761
J. Ireland	"	5.00	5	24			40.00	762
Dan Smith	"	4.50	7	20			42.75	763
A. Carlson	Carpenter	7.00	7	12			59.50	764
A. Conklin	"	"	7	12			59.50	765
C. V. Driscoll	"	"	7	12			59.50	766
J. Gailhard	"	"	7	12			59.50	767
M. Gibbons	"	"	7	12	See cr. # 211 for repayment	59.50 X	59.50	768
Dan Hennessey	"	"	7	12			59.50	769
E. Parker	"	"	7	12			59.50	770
V. Passabet	"	"	7	12			59.50	771
							1929.75 476.00	

FORM 100 5M 10-14-18 M&L

Sheet #2 PR#11

PICTURE NO. CONSTRUCTION **D. W. Griffith Studio** WEEK ENDING Oct 31 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
H. Wheeler	Carpenter	7.00	7	12			59.50	772
J. Varvero	"	"	7	12			59.50	773
A. Auman	"	"	6	12			52.50	774
M. Barrett	"	"	5	12			45.50	775
G. Braun	"	"	6	12			52.50	776
W. Henderson	"	"	6	12			52.50	777
A. Roneesey	"	"	6	12			52.50	778
A. McAllister	"	"	6	12			52.50	779
G. Rowe	"	"	6	12			52.50	780
J. White	"	"	6	12			52.50	781
C. Lyon	"	"	1				7.00	782
L. O'Neill	Lather	8.00	2	4			20.00	783
H. Hopson	"	"	2	4			20.00	784
L. Diamond	Fore Laborer	5.50	7	29			58.44	785
Al Wildberger	Elect	7.50	7	23			74.06	786
A.C. McBride	"	7.00	7	23			69.13	787
H.J. Miller	"	"	7	31			76.13	788
E.W. La Rosa	"	"	5	9			42.88	789
A. Anziano	Laborer	4.50	7	15			39.94	790
W. Castagna	"	"	7	8			36.00	791
W. Baldwin	"	"	3	4			20.25	792
J. Dobbins	"	"	1				4.50	793
A. Diamond	"	"	5	9			27.57	794
P. Diamond	"	"	1	4			6.75	795
J. Fastiggi	"	"	6	10			32.63	796
F. Holland	"	"	5	12			29.25	797
D. Lancia	"	"	7	12			38.25	798
C. Rogers	"	"	6	7			30.94	799
P. Serecchio	"	"	7	11			37.69	800
C. Wagner	"	"	6	2			28.13	801
							731.54	
							31.90	

FORM 100 5M 10-14-18 M&L.

Sheet # 3

PR-11

PICTURE NO. CONSTRUCTION **D. W. Griffith Studio** WEEK ENDING _____ 191__

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
E. Webster	Laborer	4.50	5	4			24.75	802
K. Westfal	"	"	7	15			39.94	803
J. Yannerelli	"	"	6	11			33.19	804
G. Stern	"		3				13.50	805
D. F. Hackett	"	"	2	10			16.25	809
							127.63	

D. W. GRIFFITH STUDIO

DIRECTOR'S DAILY REPORT

SHEET NO. | REPORT NO. | PICTURE NO. N-2 | DATE

STOCK PLAYERS	EXTRAS	CHK. NO.	AMOUNT
Extra	Pay Roll N 01		
	Nov. 3 1919		
Walter Kolomoku	(Services to date) 8 days @ $15-		120 00
Joseph Sweeney	(Services to date) ~~Orchestra~~ 4 days @ $25-		100 00
			220 00
	OK Leo Berangel		

Prod. N7 a/c No..... Vo. No. 187 ✓

Account: ..... 320 120 — ✓

Checked: ..... Paid by Check 321 100 — ✓

O. K. .....

TOTAL

CAMERAMAN | DIRECTOR | ASSISTANT

FORM 100 5M 10-14-18 M&L.

P. R. #12

PICTURE NO. N. Series

D. W. Griffith Studio

WEEK ENDING November 8th 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. No.	AMOUNT	TOTAL AMOUNT	CHECK No
A. L. Grey	Manager	Week				300.00	300.00	811
A. H. T. Banzhaf	Attorney	"					500.00	812
F. R. Wilson	Publicity	"					288.45	813
Harry Carr	"	"					200.00	814
J. Lloyd	"	"					125.00	815
S. E. V. Taylor	Scenario	"					300.00	816
M. M. Stearns	"	"					100.00	817
A. Resce	Mus.Director	"					85.00	818
G. W. Bitzer	Camera	"					250.00	819
" " "	"	"					100.00	820
Lou Bitzer	"	"	Week ending Nov.1st.				25.00	821
" "	"	"					75.00	822
Geo. Hill	"	"					250.00	823
J. Smith	Cutting	"					100.00	824
Rose Smith	"	"					65.00	825
Geo. Beranger	Asst.Director	"					65.00	826
Lillian Gish	Actress	"					1850.00	827
Dorothy Gish	"	"					750.00	828
Clarine Seymour	"	"					150.00	829
Carol Dempster	"	"					125.00	830
Kate Bruce	"	"					50.00	831
Robert Harron	Actor	"					700.00	832
Cleighton Hale	"	"					450.00	833
Anders Randolf	"	"					400.00	834
Richard Bartlemess	"	"					300.00	835
Geo. MacQuarrie	"	"					250.00	836
Walter James	"	"					100.00	837
Porter Strong	"	"					50.00	838
A. Lestina	"	"					31.25	839
H. Sutch	Wardrobe	"					75.00	840
Mrs. H. Sutch	"	"					23.00	841
H. B. Gilman	"	"					30.00	842
Mrs. Ira E. Brown	"	"					21.00	843
Agnes Weiner	Secretary	"					40.00	844
J. H. Blake	Office	"					60.00	845
A. Scholtz	Developer	"					350.00	862
Richard Bartlemess	Actor	"	Week Oct.11 not paid in L. A.				300.00	847
Florence Short	Actress	"	3 days week Nov. 1st				75.00	848
" "	"	"					150.00	849
Mrs. Rodriguez	Wardrobe	"					30.00	850
Elmer Clifton	Director	"					450.00	851
Leigh Smith	Asst. "	"					105.00	852
Millie Richtor	Cutter	"					55.00	853
Wells Hastings	Scenario	"					100.00	854
C. G. Bush	Cashier	"					50.00	855
Alice Miller	Stenographer	"					30.00	856
Ralph Graves	Actor	"					100.00	857
" "	"	"					100.00	858
Chas. Gerard	"	"					300.00	859
H. Sartov	Photog.	"					200.00	860
Chas. Muth	Auto	"					35.00	861
							$10,703.70	

Footing changed by 10.70 to $10,703.70 Nov. 1st pay roll added $10.70

N. Series 9,593.70
C. 10 1,110.
10,703.70

Charge 9593.70
3129.41

Vo. No. 324 Ck No 339

N. Series 12,723.11
C. 10 1110
Studio Construction 1874.72
$15707.83

12,707.83

FORM 100 5M 10-14-18 M&L.

PICTURE NO. N-Series **D. W. Griffith Studio** WEEK ENDING Nov. 7 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
F. Wortman	Supt	125.00 wk	6				125.00	863
N. Fox	Foreman	8.00	7	40			96.00	864
Ira Browne	"	"	7	33			89.00	865
T. D. Thompson	"	"	7	24			80.00	866
S. Hepburn	Elect	7.50	6	31			74.07	867
J. Chambers	"	7.00	6	20			59.50	868
C. McKay	"	"	6	20			59.50	869
E. W. La Rosa	"	"	6	18			57.75	870
F. Steffes	Props	8.00	7	33			89.00	871
L. J. Schwarz	"	7.00	7	24			70.00	872
J. Naughton	Painter	"	5	4			38.50	873
W. Webber	Truck	5.00	7	19			46.88	874
F Cunningham	"	"	7	38			58.75	875
D. Miller	Teamster	9.00	7	11			75.38	876
H. J. Erickson	"	"	5	16½			63.56	877
Geo. Holland	Watchman	21.00 wk	6				21.90	878
A. Baldwin	Caretaker	3.75	6				22.50	879
J. A. Miller	"	3.75	6				22.50	880
Wm Cowen	Supt Grounds	27.50 wk	6				27.50	881
J. Welton	Helper	3.75	7	4			28.13	882
J. W. Potts	"	"	6	3			23.91	883
Mrs. S. Hagerty	Cleaner	3.50	2				7.00	884
E. Heinbothem	Carpenter	7.00	6	8			49.90	885
Wm P. Donehue	"	"	7	21			67.38	886
H. J. Greeley	"	7.50	7	24			75.90	887
J. Carlson	"	7.00	7	28			73.50	888
A. Conklin	"	"	7	16			63.00	889
A. Cunningham	"	"	6	8			49.00	890
D. Potts	"	"	6	8			49.00	891
H. Raven	"	"	7	31			76.13	892

FORM 100 SM 10-14-18 M&L.

PICTURE NO. N - Series **D. W. Griffith Studio** WEEK ENDING Nov. 7 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
Wm Roney	Carpenter	7.00	6	8			49.00	893
E. Parker	"	"	7	16			63.00	894
A. Roselle	"	"	7	31			76.13	895
P. Snyder	"	"	7	16			63.00	896
L. Talve	"	"	7	16			63.00	897
J. Walters	"	"	6	23			62.13	898
J. C. Holden	"	"	7	15			55.13	899
T. Varvero	"	"	5	8			42.00	900
R. C. Daymon	Laborer	4.50	7	20			42.25	901
F. Dreea	"	"	5	6			25.88	902
J. Flynn	"	"	7	16			40.50	903
S. J. Hagerty	"	"	5	4			24.75	904
J. Moen	"	"	6	6			30.38	905
F. Murray	"	"	6	4			29.25	906
R. J. Murray	"	"	5	17			32.07	907
A. Munter	"	"	7	4			33.75	908
A. C. Sprague	"	"	6				27.00	909
J. Corrigan	Carpenter	7.50	4				30.00	910
Al Wildberger	Elect	"	6	20			63.75	911
A. C. McBride	"	7.00	6	20			59.50	912
N. J. Miller	"	"	6	20			59.50	913
Barry Stetson	"	"	4				28.00	914
F. Hinze	"	"	4				28.00	915
S. Koster	Props	60.00 wk	6				60.00	916
A. Wenselman	"	6.00	6				36.00	917
F. Summers	"	"	6				36.00	918
M. Skowronski	Foreman	60.00 wk	6				60.00	919
W. Thoren	Carpenter	7.00	6				42.00	920
A. Reid	Elect	7.50	6				45.00	921
E. T. Mezey	Artist	85.00 wk	6				85.00	922

FORM 100 5M 10-14-18 M&L.

PICTURE NO. CONSTRUCTION — **D. W. Griffith Studio** — WEEK ENDING Nov. 7 1919

NAME	OCCUPATION	RATE	TOTAL TIME: DAYS REGULAR	TOTAL TIME: HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
F. Krewet	Mason	9.00	3	6			33.75	923
G. Anderson	"	8.00	5	4			44.00	924
F Copperwait	"	"	5	4			44.00	925
Geo. Hering	"	"	5	4			44.00	926
H. Reilley	"	"	5	4			44.00	927
J. Rigano	"	"	5	4			44.00	928
J. Siefreid	"	"	5	4			44.00	929
J. Accurso	Mixer	5.00	6	24			45.00	930
E. Accurso	"	"	6	24			45.00	971
R. Di Torio	"	"	7	32			55.00	931
B. McLaughlin	"	"	6	24			45.00	932
L. Merolilli	"	"	6	24			45.00	933
G. Pergola	"	"	6	24			45.00	934
H. Siano	"	"	6	24			45.00	935
G. Talia	"	"	6	24			45.00	936
Nick Valli	"	"	6	24			45.00	937
N. J. Molloy	Engineer	7.00	7	20			66.50	938
Dan Smith	"	4.50	7	6				949
A. Carlson	Carpenter	7.00	7	16			63.00	940
C. V. Driscoll	"	"	6	6			47.25	941
J. Gailhard	"	"	7	16			63.00	942
M. Gibbons	"	"	6	8			49.00	943
Dan Hennessy	"	"	6	8			49.00	944
V. Passalact	"	"	5	4			38.50	945
N. Wheeler	"	"	7	16			63.00	946
J. White	"	"	6	24			63.00	947
L. Diamond	Fore Laborer	5.50	7	20			52.25	948
A. Anziano	Laborer	4.50	6	13			34.31	959
W. Costagna	"	"	6	8			31.50	950
A. Diamond	"	"	7	32			49.50	951

FORM 100 5M 10-14-18 M&L.

PICTURE NO. CONSTRUCTION **D. W. Griffith Studio** WEEK ENDING Nov. 7 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
P. Diamond	Laborer	4.50	5				22.50	952
J. Fastiggi	"	"	7	20			42.25	953
F. Holland	"	"	4	10			23.63	954
D. Lancia	"	"	6	13			34.31	955
C. Rogers	"	"	6	3			28.69	956
P. Serrecchio	"	"	1				4.50	957
C. Wagner	"	"	6	1			27.57	958
E. Webster	"	"	4	1			18.57	959
K. Westfal	"	"	6	6			30.38	960
J. Yannerelli	"	"	5	6			25.88	961
Tony Testa	"	"	4	4			20.25	962
A. Sheehan	"	"	4	6			21.38	963
L. O'Neil	Lather	8.00	3	4			28.00	964
H. Hopson	"	"	3	4			28.00	965
J. Wheeler	Carpenter	7.00	4	4			31.50	966
F.H. Longwell	"	"	2	2			15.75	967
R. Wold	"	"	2	2			15.75	968
E. Talve	"	"	2	2			15.75	969
M. Brower	Engineer	5.00	3	12			22.50	970
L. J. Schwarz	Props	7.00	5	(week Oct 24)			35.00	972

Please make out extra pay checks

Extra P/Roll #3

as follows:

W. Kolomoku	$15 day	(Nov. 4, 5, 6, 7, 8	#358	$ 75.00
J. Sweeney	$25 "	(Nov. 4,	#359	$ 25.00
W. Freeman	$10 "	(Nov. 6, 7, 8	#360	$ 30.00
E. James	$10 "	(Nov 6 7 8	#361	$ 30.00
				$ 160.00

JAN 1920 ACCOUNTANTS No. 53

Prod. N a/c No. Vo. No. 232

Account:

Checked: Paid by Check CK 448

O. K.

Nov 8. 1919

Mr Epping % D.W. Griffith Cr N.Y.

#2

Dear Mr Epping —

The following is our payroll at the Biograph plant up to Saturday Nov 8th inclusive

A. Scholtz — on Regular Payroll beginning Monday Oct 27th for 2 weeks at #350 per week

M. Medove — 450 — " " Oct 20th for 3 weeks at #150 per

Ck. 347

K. Rosenthal — 41.65 — Tuesday Nov 4 for 5 days at #50 per "

Ck. 3504

H. Danschy — Ck 347 — 27.50 — Monday noon Nov 3d for 5½ days at #30 " "

A. Palamone — Ck. 351 — 22.50 — Monday noon Nov 3d for 5½ days at #25 " "

#541.65 — 542.05

We are all, including myself, broke and would appriciate prompt action on your part

Very Respectfully A. Scholtz

FORM 100 5M 10-14-18 M&L.

Pay Roll No. 13

PICTURE NO. _____

D. W. Griffith Studio

WEEK ENDING Nov. 15th 1919

	NAME		OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
	A.L. Gray		Manager	300.00					300	973
	A.H.T. Banzhaf		Attorney	500.00					500	974
	Harry Carr		Publicity	200.00					200	975
	F.R. Wilson		"	288.45					288.45	976
	J. Lloyd		"	125.00					125	977
	S.E.V. Taylor		Scenario	300.00					300	978
	M.M. Stearns		"	100.00					100	979
	Wells Hastings	c	"	100.00					100	980
	A. Pesce		Music Director	85.00					85	1030
	G.W. Bitzer		Camera	350.00					250	982
	"		"						100	983
	Lou Bitzer		"	75.00					75	984
	Geo. Hill	c	"	250.00					250	985
	J. Smith		Cutting	100.00					100	986
	Rose Smith		"	65.00					65	987
	Millie Richtor	c	"	55.00					55	988
	Geo. Beranger		Asst. Director	65.00					65	989
	Elmer Clifton	c	Director	450.00					450	990
	Leigh Smith	c	Asst. "	105.00					105	991
	Lillian Gish		Actress	1850.00					1850	992
	Dorothy Gish	c	"	750.00					750	993
	Clarine Seymour		"	150.00					150	994
	Carol Dempster		"	125.00					125	995
	Kate Bruce		"	50.00					50	996
	Florence Short		"	150.00					150	997
	Robert Harron		Actor	700.00					700	998
	Cleighton Hale		"	450.00					450	999
	Anders Randolf		"	400.00					400	1000
	Richard Bartlemess		"	300.00					300	1001
	Geo. MacQuarrie		"	250.00					250	1002
									8,688.45	

N Series $ 732.85
C 10 2210
10,942.85
5,404.51
16,347.36

Charge
N-Series 11,817.29
C 10 2210.
Studio Const. 2325.07
$16,347.36

Vo. No. 294

Ford.

FORM 100 5M 10-14-18 M...

Pay Roll No 13

PICTURE NO._____

D. W. Griffith Studio

WEEK ENDING Nov. 15th, 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
Ford.							8,688 45	
Waler James	Actor	100.00					100	1003
Porter Strong	"	50.00					50	1004
Ralph Graves c	"	200.00					200	1005
Chas. Gerard c	"	300.00					300	1006
A. Lestina	"	31.25					31 25	1007
H. Sartor	Photographer	200.00					200	1008
H. Sutch	Wardrobe	75.00					75	1009
Mrs. Sutch	"	23.00					23	1010
H.B. Gilman	"	30.00					30	1011
Mrs. Ira E. Brown	"	21.00					21	1012
Mrs. Rodriguez	"	30.00					30	1013
Agnes Wiener	Secretary	40.00					40	1014
Allice D. G. Miller	Stenographer	30.00					30	1015
J.H. Blake	Office	60.00					60	1016
C.G. Bush	Cashier	50.00					50	1032
Chas. Muth	Autos	50.00					50	1018
W. Kolomoku	Actor	75.00					75	1019
W.F. Freeman	"	50.00					50	1020
E. James	"	50.00					50	1021
W.J. Harrison	"	60.00	3				30	1022
"	"	"					60	1023
Ben Graner	"	45.00	5				37 50	1024
"	"	"					45	1025
Thos. Carr	"	60.00	5				50	1026
"	"	"					60	1027
Crawford Kent	"	400.00	1				666	1028
"	"	"					400	1031
Harry L. Hayashi	Auto	30.00					30	1029
Short on P.R. No. 12							10	
							10,942 85	

FORM 100 5M 10-14-18

PICTURE NO. N-Series **D. W. Griffith Studio** WEEK ENDING Nov. 14 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
F. Wortman	Supt	125.00 wk	6				125.00	1033
M. Skowronski	Foreman	60.00 wk	7	17½			92.00	1034
N. Fox	"	$8.00	7	31			87.00	1035
Ira Browne	"	"	7	57			113.00	1036
T. D. Thompson	"	"	7	18			74.00	1037
E. T. Mazy	Artist	85.00 wk	6				85.00	1038
S. Koster	Props	$60.00 wk	7	12			85.00	1039
F. Steffes	"	8.00	7	12			85.00	1040
A. Wenselman	"	6.00	6	2			38.25	1041
F. Summers	"	6.00	6	2			38.25	1042
L. J. Schwarz	"	7.00	7	15½			62.75	1043
A. Reid	Elect	7.50	6	30			66.12	1044
S. Hepburn	"	"	2	4			18.75	1045
Al Wildberger	"	"	5	16			52.50	1046
J. Chambers	"	7.00	5	4			38.50	1047
C. McKay	"	"	5	4			38.50	1048
A. C. McBride	"	"	5	16			49.00	1049
E. W. La Rosa	"	"	5	4			38.50	1050
N. J. Miller	"	"	5	4			38.50	1051
J. Naughton	Painter	"	4				28.00	1052
Mrs. S. Hagerty	Cleaner	3.50	6				21.00	1053
John Corrigan	Carpenter	7.50	7	21			72.19	1054
N. J. Greeley	"	"	7	31			81.56	1055
Wm H. Donehue	"	7.00	7	20			66.50	1056
W. Thoren	"	"	7	26			71.75	1057
E. Hicinbothem	"	"	7	27			72.63	1058
A. Carlson	"	"	7	25	7088		70.88	1059
M. B. Clark	"	"	5				35.00	1060
A. Cunningham	"	"	5	14			47.25	1061
A. G. Morgan	"	"	5				35.00	1062
							18 1727.38	

FORM 100 5M 10-14-18

PICTURE NO. 21- Series

D. W. Griffith Studio

WEEK ENDING Nov. 14 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
D. Potts	Carpenter	7.00	7	14			61.25	1063
N. Raven	"	"	6	19			56.88	1064
Wm Roney	"	"	5	14			47.25	1065
E. Parker	"	"	7	22			68.25	1066
A. Roselle	"	"	7	22			68.25	1067
P. Snyder	"	"	7	22			68.25	1068
L. Talva	"	"	7	14			61.25	1069
J. Walters	"	"	7	28			73.50	1070
J. C. Holden	"	"	7	12			59.50	1071
J. Varvero	"	"	6	14			54.25	1072
J. White	"	"	6	14			54.25	1073
R. C. Daymon	Laborer	4.50	4	4			20.25	1074
F. Decca	"	"	5	3			24.19	1075
S. J. Hagerty	"	"	6				27.00	1076
J. Moen	"	"	6	2			28.13	1077
F. Murray	"	"	7	18			41.63	1078
R. J. Murray	"	"	5	15			30.94	1079
A. Munter	"	"	7	4			33.75	1080
A. C. Sprague	"	"	2				9.00	1081
Dan Smith	"	"	7	4			33.75	1082
E. Webster	"	"	5	4			24.75	1083
W. Webber	Truck	5.00	7	32			55.00	1084
F. Cunningham	"	"	6	37			53.13	1085
D. Miller	Team	9.00	6	4½			59.06	1086
H. J. Erickson	"	"	1				9.00	1087
Wm Cowen	Supt Grounds	27.50 wk	6				27.50	1088
Geo Holland	Watchman	21.00 wk	6				21.00	1089
A. Baldwin	Caretaker	3.75	7	4			28.13	1090
J. A. Miller	"	22.50 wk	6				22.50	1091
J. Welton	Helper	3.75	7	9			30.47	1092
							1251.06	

FORM 100 5M 10-14-18

PICTURE NO. Construction **D. W. Griffith Studio** WEEK ENDING Nov. 14 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
F. Krewet	Mason	9.00	6	20			76.50	1093
E. Krewet	"	8.00	4	2			34.00	1094
G. Anderson	"	"	6	18			66.00	1095
F. Copperwait	"	"	5	18			58.00	1096
Geo Hering	"	"	5	18			58.00	1097
H. Reilly	"	"	5	18			58.00	1098
J. Rigano	"	"	5	18			58.00	1099
J. Siefreid	"	"	5	18			58.00	1100
F. Hance	"	"	3	4½			28.50	1101
J. Accurso	Mixer	5.00	6	26			46.25	1102
C. Accurso	"	"	1	15			14.38	1103
R. Di Torio	"	"	7	26			51.25	1104
B. McLaughlin	"	"	5	15			34.38	1105
L. Merolilli	"	"	6	26			46.25	1106
G. Pergola	"	"	6	26			46.25	1107
N. Siano	"	"	6	26			46.25	1108
G. Talia	"	"	6	26			46.25	1109
Nick Valli	"	"	6	26			46.25	1110
N. J. Molloy	Engineer	7.00	7	35			79.63	1111
J. Flynn	"	5.00	7	41			60.63	1112
M. Brower	"	"	6	35			51.88	1113
C. V. Driscoll	Carpenter	7.00	7	12			59.50	1114
J. Gailhard	"	"	7	14			61.25	1115
M. Gibbons	"	"	7	14			61.25	1116
Dan Hennessey	"	"	7	25			70.88	1117
V. Passabet	"	"	6	4			45.50	1118
J. Olsen	"	"	5				35.00	1119
N. Wheeler	"	"	7	14			61.25	1120
J. Wheeler	"	"	6	18			57.75	1121
F. N. Longwell	"	"	7	14			61.25	1122
							78.78	

FORM 100 5M 10-14-18 M

PICTURE NO. Construction **D. W. Griffith Studio** WEEK ENDING Nov. 14 1917

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
R. Wold	Carpenter	7.00	5	16			49.00	1123
A. Concklin	"	"	7	14			61.25	1124
E. Talve	"	"	7	14			61.25	1125
L. O'Neill	Lather	8.00	5	12			52.00	1126
H. Hopson	"	"	5	12			52.00	1127
A. Hopson	"	"	1	8			16.00	1128
L. Diamond	For Laborer	5.50	5	18			39.88	1129
A. Anziano	Laborer	4.50	6	7			30.94	1130
C. H. Bosworth	"	"	5	4			24.75	1131
W. Castagna	"	"	3	8			18.00	1132
A. Diamond	"	"	5	16			31.50	1133
P. Diamond	"	"	5	6			25.88	1134
J. Fastiggi	"	"	6	9			32.07	1135
F. Holland	"	"	4				18.00	1136
C. Rogers	"	"	5	15			30.94	1137
C. Wagner	"	"	5	1			23.07	1138
K. Westfal	"	"	5				22.50	1139
J. Yanneralli	"	"	6	13			34.31	1140
Tony Testa	"	"	6	13			34.31	1141
A. Sheehan	"	"	5	3			24.19	1142
E. Burns	"	"	2	6			12.38	1143
F. Koch	"	"	3				13.50	1144
J. W. Potts	Helper	3.50	6	10			27.19	1145
John Quinn	Truck	5.00	1				5.00	1146
H. Kreoll	"	"	1	3			6.88	1147
							746.79	
							15 75.28	
							12 52.06	
							18 27.38	
							540.51	

Extra Pay Roll N 4 Nov. 14 - 1919

A. J. Epperly % D.W. Griffith.

Vo. No 336
Pay N

Dear Sir —

The pay roll for the week ending Saturday Nov. 15th is as follows:

A. Schaltz for full week	1148 Cancelled	35.00
M. Medove " "	1150	15.00
H. Durschy " "	1151	30.00
K. Rosenthal " "	1152	15.00
F. Palomone " "	1153	25.00
M. Yarrow for 3 days at $25 a week	1154	12.50
		97.50

I am inclosing a bill from the Biograph — not knowing what the arrangements are I am not in a position To O.K.

WATERHOUSE & CO
AUDITED
JAN 1920
No. 53

what the arrangements are.
Thank you for giving some
of your time and attention
to my niece

Respectfully
A Soholtz.

Enclosed 2 receipts for some
small items I paid.

the charges except the footage
and material used, which is
correct. I may suggest though
that since they charge us 4¢
per foot (we are doing the
developing) the chemicals we
use should be furnished
by them. Also that Hypo
after use is worth more then
before and should not be
charged anyhow. These are
some hints that you can do
with as you see fit, for as
I said before, I don't know

FORM 100 SM 10-14-18 M&L.

Sheet # 1

Pay Roll # 14

PICTURE NO. M. Series

D. W. Griffith Studio

WEEK ENDING Nov 22nd, 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
Kate Bruce	Actor	50.00				50.00		1155
Florence Short	"	150.00				150.00		1156
R.Barthlemess	"	300.00				300.00		1157
C.Hale	"	450.00				450.00		1158
A.Randolph	"	400.00				400.00		1159
B.Graner	"	45.00				45.00		1160
T.Carr	"	60.00				60.00		1161
W.James	"	100.00				100.00		1162
A.Lestina	"	31.25				31.25		1163
P.Strong	"	50.00				50.00		1164
G.McQuarrie	"	250.00				250.00		1165
W.J.Harrison	"	60.00				60.00		1166
W.Kolomuki	"	75.00				75.00		1167
E.James	"	50.00				50.00		1168
*C.Dempster	"	25.00				25.00		1169
C.Dempster	"	150.00				150.00		1170
C.Seymour	"	150.00				150.00		1171
E.Clifton	Ass't Director	450.00				450.00		1172
L.Smith	" "	105.00				105.00		1173
G.W.Bitzer	Camerman	250.00				250.00		1174
G.W.Bitzer	"	100.00				100.00		1175
H.Sartov	"	200.00				200.00		1176
L.C.Bitzer	Ass't "	75.00				75.00		1177
A.Scholtz	Developing	350.00				350.00		1178
H.Sutch	Wardrobe	75.00				75.00		1179
Mrs M.Sutch	"	23.00				23.00		1180
H.Gilman	"	30.00				30.00		1181
J.Lloyd	Publicity	100.00				100.00		1182
J.A.Manning	B.Agent	50.00				50.00		1183
						$4204.25		

Note.
*C.Dempster.
Acc't Increase in salary ommitted from pay-roll week ending Nov 15th, 1919.

Vo. No. 334

Sheet #	4				
Sheet #	1	4204.25			
	2	1853.45			
"	6	1243.24			
	5	1606.71			
Charge	N-A			8907.65	
"	O.H	4		2581	
	"	3	2315.00		
	"	9	378.13		
"	C-A			2693.13	
	"	7	1570.75		
	"	8	531.60		
"	S.C			2102.35	
				$16284.13	
		Ck. # 1331		57.50 Rd.	
				16341.63	
				500	
				1x 841.63	

Sheet #2

FORM 100 5M 10-14-18 M&L.

PICTURE NO. N-Series

D. W. Griffith Studio

WEEK ENDING ~~Nov 22nd, 19~~ 191

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
A.H.T.Banzhaf	Attorney	500.00				500.00 ✓		1184 ✓
T.R.Wilson	Publicity	288.45				288.45		1185
A.Pesce	Music Director	85.00				85.00 ✓		1186 ✓
J.Smith	Cutting Room	100.00				100.00		1187
Rose Smith	" "	60.00				60.00		1188
R.Harron	Actor	700.00				700.00 ✓		1189 ✓
W.F.Freeman	"	50.00				50.00 ✓		1190 ✓
A.Wiener	Secy	40.00				40.00		1191
H.L.Hyashi	Auto Driver	30.00				30.00		1175
							$1853.45 ✓	

500.00
288.45
40
828.45

1995
828 45

2

✓

Sheet # 3

FORM 100 5M 10-14-18 M&L.

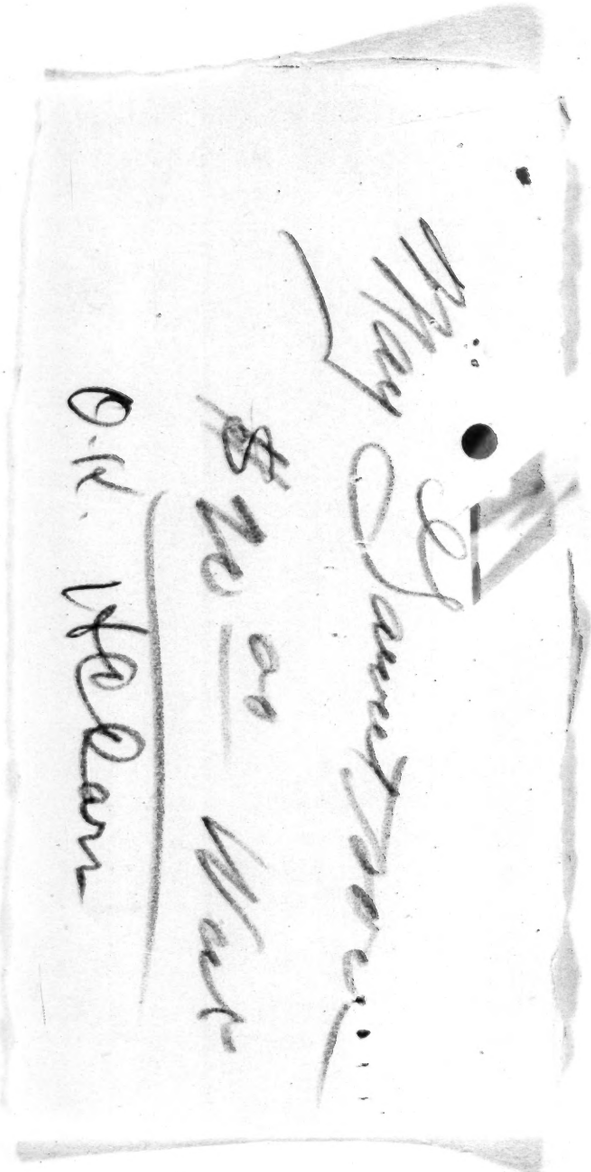
PICTURE NO. C-10 [illegible]d

D. W. Griffith Studio

WEEK ENDING Nov 22nd, 191[illegible]

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
Lillian Gish	CO-Director	$500.00				$500.00 ✓		1206 ✓
J.Powers	Ass't Director	85.00				85.00 ✓		1207 ✓
Dorothy Gish	Actress	750.00				750.00 ✓		1208 ✓
R.Graves	Actor	200.00				200.00 ✓		1209 ✓
C.Gerard	Actress	300.00				300.00 ✓		1210 ✓
Geo Hill	Cameraman	250.00				250.00 ✓		1211 ✓
W.Hastings	Scenario's	100.00				100.00 ✓		1216 ✓
M.Rector	Cutting-Room	55.00				55.00 ✓		1213 ✓
Walter Long	Publicity	75.00				75.00		1214
						------	$2315.00 ✓	

7


May Gaumont Bros.
$20.00
O.K. Harlan

D. W. GRIFFITH STUDIO

PETTY CASH VOUCHER

DATE.....

ISSUED TO.....

Extra Typewriter
$20.00 Per Mex
Over Exp

RECEIVED PAYMENT

.....

O. K..... CHARGE TO.....

Sheet # 4

FORM 100 SM 10-14-18 M&L.

PICTURE NO. Overhead

D. W. Griffith Studio

WEEK ENDING Nov 22nd, 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
A.L.Grey	Manager	300.00				300.00 ✓		1193 ✓
S.E.V.Taylor	Scenario	300.00				300.00 ✓		1194 ✓
M.M.Stearns	"	100.00				100.00 ✓		1195 ✓
*Mrs M.M.Stearns	"	30.00				30.00 ✓		1196 ✓
" " " "	"	30.00				30.00 ✓		1197 ✓
" " " "	"	30.00				30.00 ✓		1198 ✓
Mrs Ira Brown	Wardrobe	21.00				21.00 ✓		1199
Mrs Rodriguez	"	30.00				30.00 ✓		1200 ✓
Alice Miller	Scenario	30.00				30.00 ✓		1201 ✓
J.H.Blake	Office	60.00				60.00 ✓		1202 ✓
C.G.Bush	Cashier	50.00				50.00 ✓		1203 ✓
C.Muth	Motor's	50.00				50.00 ✓		1204 ✓
Lillian Gish	Actress	1350.00				1350.00 ✓		1205 ✓
							$2381.00 ✓	
Harry C.Carr	Prod-MGR	200.00					200.00	1327
							$2581.00	

110
4411

Note.
*Mrs M.M.Stearns.
Omitted from Payroll week ending Nov 8th, 1919.
" " " " " " 15th, 1919.

Sheet # 5

FORM 100 5M 10-14-18 M&L.

PICTURE NO. N-Series

D. W. Griffith Studio

WEEK ENDING Nov. 21 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
F. Wortman	Supt	125.00 wk	6				125.00	1217
H. Fox	Foreman	8.00	7	39			95.00	1218
Ira Browne	"	"	7	37			93.00	1219
T. D. Thompson	"	"	7	30			86.00	1220
Al Wildberger	Elect	7.50	5	8			45.00	1221
J. Chambers	"	7.00	5	8			42.00	1222
E. McKay	"	"	5	8			42.00	1223
A. C. McBride	"	"	5	8			42.00	1224
E. W. La Rosa	"	"	5	8			42.00	1225
N. J. Miller	"	"	5	8			42.00	1226
B. Stetson	"	"	3	2			22.75	1227
E. White		5.00	3	2			16.25	1228
Wm Cowen	Supt Grounds	27.50 wk	6				27.50	1229
Geo Holland	Watchman	21.00	6				21.00	1230
A. Baldwin	Caretaker	22.50	6				22.50	1231
J. A. Miller	"	22.50	6				22.50	1232
J. Welton	Helper	3.75	7	9			30.47	1233
J. W. Potts	"	"	5	5			21.00	1234
W. Webber	Truck	5.00	7	33			55.63	1235
John Quinn	"	"	7	23			49.38	1236
H. J. Greeley	Carpenter	7.50	7	21			72.19	1237
Wm P. Donehue	"	7.00	7	33			77.88	1238
E. Hickinbothem	"	"	7	21			67.38	1239
A. Carlson	"	"	7	21			67.38	1240
M. B. Clark	"	"	6	25			63.88	1241
A. Cunningham	"	"	7	13			60.38	1242
C. V. Driscoll	"	"	7	12			59.50	1243
J. Gailhard	"	"	7	21			67.38	1244
M. Gibbons	"	"	7	13			60.38	1245
Dan Hennessey	"	"	7	21			67.38	1246
						44373	1604.71	

Sheet # 6

FORM 100 5M 10-14-18 M&L.

PICTURE NO. N-Series

D. W. Griffith Studio

WEEK ENDING Nov. 21 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
A. Conchlin	Carpenter	7.00	6	9			49.88	1247
J.C. Holden	"	"	7	21			67.38	1248
A.O. Morgan	"	"	6	25			63.88	1249
D. Potts	"	"	7	12			59.50	1250
E. Parker	"	"	6	21			60.38	1251
Wm Roney	"	"	7	13			60.38	1252
A. Roselle	"	"	7	21			67.38	1253
P. Snyder	"	"	7	21			67.38	1254
L. Talve	"	"	7	21			67.38	1255
T. Varvero	"	"	7	13			60.38	1256
J. White	"	"	7	21			67.38	1257
R.C. Daymon	Laborer	4.50	7	18			41.63	1258
F. Decea	"	"	7	5			34.31	1259
S.J. Hagerty	"	"	5				22.50	1260
J. Moen	"	"	6	4			29.25	1261
F. Murray	"	"	6	4			29.25	1262
R.J. Murray	"	"	5	2			23.63	1263
A. Munter	"	"	7	4			33.75	1264
A.C. Sprague	"	"	5	4			24.75	1265
Dan Smith	"	"	7	16			40.50	1266
D. Miller	Team	9.00	7				63.00	1267
J. Naughton	Painter	7.00	5	8			42.00	1268
Mrs. S. Hagerty	Cleaner	3.50	5				17.50	1269
E. Webster	Watchman	22.50	6				22.50	1270
R.H. Greene	Grip	6.00	6	27			56.25	1271
F. Cunningham	Truck	5.00	7	36			57.50	1272
J. Erickson	Team	9.00	0	5			5.62	1279
A. Hopson	Lather	8.00	1				8.00	1280
							1243.24	

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

1243.24

Sheet # 7

FORM 100 5M 10-14-18 M&L.

PICTURE NO. Construction — **D. W. Griffith Studio** — WEEK ENDING Nov. 21 1919

NAME	OCCUPATION	RATE	TOTAL TIME: DAYS REGULAR	TOTAL TIME: HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
F. Krewet	Mason	9.00	6	14			69.75	1272
C. Krewet	"	8.00	6	14			62.00	1273
G. Anderson	"	"	6	4			62.00	1274
Geo. Hering	"	"	6	4			62.00	1275
J. Rigano	"	"	6	4			62.00	1276
J. Siefried	"	"	6	4			62.00	1277
J. Accurso	Mixer	5.00	7	29			53.13	1278
C. Accurso	"	"	5	6			28.75	1279
R. Di Torio	"	"	7	29			53.13	1280
B. McLaughlin	"	"	7	29			53.13	1281
L. Merolilli	"	"	7	29			53.13	1282
G. Pergola	"	"	7	29			53.13	1283
N. Siano	"	"	7	29			53.13	1284
G. Talia	"	"	7	29			53.13	1285
Nick Valli	"	"	7	29			53.13	1286
R. McLeay	Engineer	8.00	5	9			49.00	1287
N. J. Molloy	"	7.00	7	32			77.00	1288
J. T. Flynn	"	5.00	6	22			43.75	1289
M. Brower	"	"	6	22			43.75	1290
L. O'Neill	Lather	8.00	4	8			40.00	1291
N. Hopson	"	"	0	4			4.00	1292
V. Passabet	Carpenter	7.00	7	21			67.38	1293
J. Olsen	"	"	7	13			60.38	1294
H. Wheeler	"	"	7	12			59.50	1295
J. Wheeler	"	"	6	12			52.50	1296
F. H. Longwell	"	"	7	13			60.38	1297
E. Tolive	"	"	7	21			67.38	1298
L. Diamond	Fire Laborer	5.50	6	17			44.69	1299
A. Anziano	Laborer	4.50	7	4			33.75	1300
C. H. Bosworth	"	"	7	4			33.75	1301
						1570.75	1570.75	

Sheet # 8

FORM 100 5M 10-14-18 M&L.

PICTURE NO. Construction **D. W. Griffith Studio** WEEK ENDING Nov. 21 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
W. Castagna	Laborer	45c	4	1	4 18 75	see check for 16.54 deduction $1.89	18.57	1302
A. Diamond	"	"	6	4			29.25	1303
P. Diamond	"	"	6	4			29.25	1304
J. Fastiggi	"	"	6	8			31.50	1305
F. Holland	"	"	6	2			28.13	1306
C. Rogers	"	"	7	7			35.44	1307
C. Wagner	"	"	7	7			35.44	1308
K. Westfal	"	"	6	2			28.13	1309
J. Yannerelli	"	"	7	13			38.81	1310
Tony Testa	"	"	7	6			34.88	1311
A. Sheehan	"	"	6	12			33.75	1312
E. Byrnes	"	"	6	12			33.75	1313
F. Koch	"	"	7	7			35.44	1314
J. Marcelus	"	"	6	6			30.38	1315
A. Sendura	"	"	7	5			34.31	1316
P. Serecchio	"	"	3	1			14.07	1317
N. Davis	"	"	4	~~4~~			18.00	1318
H. J. Carroll	"	"	5	~~5~~			22.50	1319
							531.60	
						531 60		

7

Sheet #9

FORM 100 5M 10-14-18 M&L.

PICTURE NO. C-109 — **D. W. Griffith Studio** — WEEK ENDING Nov. 21 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
E. T. Mazy	Artist	85.00 wk	7				85.00	1320
J. Corrigan	Carpenter	10.00	7	16			90.00	1321
S. Koster	Props	10.00	7	17			91.25	1322
E. Droham	Carpenter	7.00	2				14.00	1323
G. W. Bell	"	"	0	3			2.63	1324
A. Wenselman	Props	6.00	7	31			65.25	1325
J. Kelly	Grip	"	5				30.00	1326
						378.13	378.13	

Summary

378	13
531	60
1570	75
1243	74
1606	71
5330	43

Orig. N.
O. No. 337 V

N. Y., Nov. 21, 1919

EXTRA PAY Roll #5

Mr. Epping
% D.W. Griffith Corp.,
1476 Broadway
New York City.

Dear Sir,

Am inclosing herewith Biograph Bell for week ending Nov. 15, which I did not send till to-day, waiting for a credit memo. for overcharge. Not knowing what arrangements have been made with the Biograph Co. I can only OK charge for chemicals and printing. Will take advantage of first opportunity to see you at your office and discuss some of the charges.

Laboratory payroll for week ending Nov. 22 is as follows:

M. Medove	—	$150.00	1334
K. Rosenthal	—	50.	1333
H. Dauchez	—	30.	1334
T. Palamonte	—	25.	1336
M. Yarrow	—	25.	1336
		280.00	

ACCOUNTANT'S No. 53 920

Very Respectfully Yours
M. Medove
% Biograph
807 East 175

Willie Rechter

Increase week 9-15-22
$10.00 one additional check
for $30.00
put her on this week
PR at $65.00

Add to Florida PR
this week 29th
A L. Lewis, Cancellation
$2.00.00

Mr Rush

Rose Rush Salary should be $65.-
so she says we paid her 60 - last week if $65.-
is correct add $5.00 extra on next weeks
pay Roll and make check $60 - instead of $65.-

Regenny with Mr Ng for Make Mr Hayashi up

Salary Auto 30 - Make 2 Checks.
Room & Meals 25

Regenny

Jack Lloyd — 105.00

FORM 100 SM 10-14-18 M&L.

PICTURE NO. -N-

D. W. Griffith Studio

WEEK ENDING Nov. 28 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. No.	AMOUNT	TOTAL AMOUNT	CHECK No
F. Wortman	Supt	125.00 wk	6				125.00	1448
N. Fox	Foreman	8.00	7	36			92.00	1449
Ira Browne	"	"	7	34			90.00	1450
W. Webber	Truck	5.00	6	31			49.38	1451
F. Cunningham	"	"	7	38			58.75	1452
J. Quinn	"	"	7	17			45.63	1453
R. J. Murray	Helper	4.00	7	17			36.50	1454
Wm Cowen	Supt Grounds	27.50 wk	6				27.50	1455
Geo. Holland	Watchman	21.00 wk	6				21.00	1456
A. Baldwin	Caretaker	3.75	6	4			24.38	1457
J. A. Miller	"	"	1				3.75	1458
J. Welton	Helper	"	7	13			32.35	1459
J. W. Potts	"	"	5	15			25.78	1460
Mrs. S. Hagerty	Cleaner	3.50	6				21.00	1461
E. Webster	Watchman	22.50 wk	7				22.50	1462
R. Mac Leay	Engineer	8.00	7	21			77.00	1463
H. D. Molloy	"	7.00	7	30			75.25	1464
J. Flynn	"	5.00	7	41			60.63	1465
M. Brower	"	"	7	41			60.63	1466
A. Sheehan	Helper	4.50	7	41			54.57	1467
J. Gailhard	Carpenter	7.00	7	28			73.50	1468
M. Gibbons	"	"	7	28			73.50	1469
Dan Hennessey	"	"	7	20			66.50	1470
J.C. Holden	"	"	7	20			66.50	1471
F. N. Longwell	"	"	7	28			73.50	1472
J. Olsen	"	"	7	28			73.50	1473
E. Parker	"							
V. Passabet	"	"	7	20			66.50	1474
D. Patts	"	"	7	20			66.50	1475
Wm Roney	"	"	4	16			42.00	1476
						16	60.00 OT. 60	✓

#5

FORM 100 5M 10-14-18 M&L.

PICTURE NO. -N-

D. W. Griffith Studio

WEEK ENDING Nov. 28 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
A. Roselle	Carpenter	7.00	7	28			73.50	1477
F. Varvero	"	"	6	20			59.50	1478
H. Wheeler	"	"	7	19			65.63	1479
J. Wheeler	"	"	6	23			62.13	1480
J. White		"	6	35			72.63	1481
A. D. Morgan	"	"	7	28			73.50	1482
E. Tolive	"	"	7	28			73.50	1483
L. Tolive	"	"	7	28			73.50	1484
H. Erickson	Team	9.00	4	4			40.50	1485
D. Miller	"	"	6	4			58.50	1486
F. Decca	Laborer	4.50	7	12			38.25	1487
J. Fastiggi	"	"	7	7			35.44	1488
S. J. Hagerty	"	"	6	4			29.25	1489
F. Holland	"	"	5	13			29.81	1490
F. Koch	"	"	7	8			36.00	1491
J. Moen	"	"	6	7			30.94	1492
F. Murray	"	"	6	12			33.75	1493
J. Marcelus	"	"	7	13			38.81	1494
A. Munter	"	"	7	12			38.25	1495
C. Rogers	"	"	7	9			36.57	1496
A. C. Sprague	"	"	4	3			19.69	~~1497~~ 1522
P. Serecchio	"	"	7	13			38.81	~~1498~~ 1523
Tony Testa	"	"	7	8			36.00	~~1499~~ 1524
C. Wagner	"	"	5	4			24.75	~~1500~~ 1525
K. Westfal	"	"	5				22.50	~~1501~~ 1526
A. Sendura	"	"	7	10			37.13	~~1502~~ 1527
J. Gannerelli	"	"	7	17			41.07	1503
Dan Smith	"	"	7	18			41.63	1504
P. Diamond	"	"	7	10			37.13	1505
H. J. Miller	Elect	7.50	7	48			97.50	1506
7						13	96.17	✓

#6

FORM 100 5M 10-14-18 M&L.

PICTURE NO. -N-

D. W. Griffith Studio

WEEK ENDING Nov. 28 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
E. W. La Rosa	Elect	7.00	7	55			97.13	1507
S. J. Frank	"	"	5	19			51.63	1508
Chas. Yuengling	"	"	5	12			45.50	1509
Gus Weissner	"	"	5	12			45.50	1510
A. Mueller	"	"	5	22			54.25	1511
Hugh Powers	"	"	5	17			49.88	1512
J. Teevans	"	"	3	16			35.00	1513
M. B. Clark	Carpenter	"	7	28			73.50	1514
A. Conklin	"							
C. A. Lyon	"	"	1				7.00	1519
J. Strata	Mixer	5.00	1				5.00	1520
Ed Helfer	Painter	7.50		6			5.62	1521
						4	70.01	✓
						13	96.17	✓
						16	05 60	-
						34	71.78	

7

#7

FORM 100 5M 10-14-18 M&L.

PICTURE NO. C-10

D. W. Griffith Studio

WEEK ENDING Nov. 28 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
E. T. Mazy	Artist	85.00 wk	6				85.00	1401
T. D. Thompson	Elect	8.00	7	35			91.00	1402
S. Koster	Props	10.00	7	16			90.00	1403
A. Wenselman	"	6.00	7	25			60.75	1404
E. Heinbothem	Carpenter	7.00	7	32			77.00	1405
E. Drohan	"	"	6	38			75.25	1406
L. Gazverde	"	"	5	24			56.00	1407
W. J. Bantel	"	"	5	24			56.00	1408
A. Carlson	"	"	7	36			80.50	1409
P. Snyder	"	"	7	36			80.50	1410
J. Kelly	Grip	6.00	7	16			54.00	1411
R. H. Green	"	"	7	26			61.50	1412
J. Naughton	Painter	7.00	7	20			66.50	1413
B. Stetson	Elect	7.00	7	34			78.75	1414
C. White	"	5.00	7	34			56.25	1415
S. Hepburn	"	7.50	1	4			11.25	1416
J. Corrigan	Foreman	10.00	7	16			90.00	1417
						11	70.25	

#9

FORM 100 SM 10-14-18 M&L.

PICTURE NO. Construction — **D. W. Griffith Studio** — WEEK ENDING Nov. 28 1914

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
F. Krewet	Mason	9.00	7	20			85.50	1418
E. Krewet	"	8.00	6	20			68.00	1419
G. Anderson	"	"	6	20			68.00	1420
G. Hering	"	"	6	20			68.00	1421
J. Rigano	"	"	5	24			64.00	1422
J. Siepreid	"	"	5	24			64.00	1423
L. O'Neill	Lather	"	5	12			52.00	1424
A. Hopson	"	"	4	12			44.00	1425
J. Accurso	Mixer	5.00	7	28			52.50	1426
E. Accurso	"	"	7	29			53.13	1427
R. Di Torio	"	"	7	29			53.13	1428
B. McLaughlin	"	"	6	27			46.88	1429
L. Merolilli	"	"	7	28			52.50	1430
G. Pergola	"	"	7	28			52.50	1431
N. Siano	"	"	7	29			53.13	1432
G. Talia	"	"	7	28			52.50	1433
Nick Valli	"	"	7	28			52.50	1434
N. J. Greley	Carpenter	7.50	7	36			86.25	1435
Wm N. Donehue	"	7.00	7	19			65.63	1436
A. Cunningham	"	"	6	28			66.50	1437
C. V. Driscoll	"	"	7	20			66.50	1438
L. Diamond	Fore Laborer	5.50	7	12			46.75	1439
A. Anziano	Laborer	4.50	5	17			32.07	1440
E. Byrnes	"	"	5	18			32.63	1441
C. N. Bosworth	"	"	6	16			36.00	1442
N. C. Carroll	"	"	4	4			20.25	1443
W. Castagna	"	"	7	9			36.57	1444
N. C. Daymon	"	"	4	8			22.50	1445
Henry Davis	"	"	6	4			29.25	1446
A. Diamond	"	"	7	8			36.00	1447
						15	59.17	

FORM 100 5M 10-14-18 M&L.

P.R. No. 6

PICTURE NO. Overhead

D. W. Griffith Studio

WEEK ENDING NOV 29 1919 191

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. No.	AMOUNT	TOTAL AMOUNT	CHECK No
A.L.Grey	Manager	300.00				300.00		1388
S.E.V.Taylor	Scenario	300.00				300.00		1389
*M.M.Stearns	"	100.00	12500			100.00		1390
Mrs M.M.Stearns	"	30.00				30.00		1391
~~Mrs Ira E.~~ Mary Browne	Wardrobe	21.00				21.00		1392
Mrs Rodriguez	"	30.00				30.00		1393
Alice Miller	Scenario	30.00				30.00		1394
J.H.Blake	Office	60.00				60.00		1395
C.G.Bush	Cashier	50.00				50.00		1396
C.Muth	Motor's	50.00				50.00		1397
Lillian Gish	Actress	1350.00				1350.00		1398
Harry Carr	Prod-Mgr	200.00				200.00		1399
							$2521.00	
*M.M.Stearns	Scenario	100.00				100.00		1400
							$2621.00	

Note

Acc't increase in salary of 25.00 per week and being omitted from payroll week ending Nov 8th, 15th, 22nd and 29th, 1919

Prod.....a/c No....Vo. No.371

Account: .....

Checked:..... Paid by Check 487

O. K.....

Over Head	1		2,621.00
N #	2	4429 25	
	3	1888 45	
	4	1605 60	
	5	1396 17	
	6	470 01	
N			9,789 48
	7	1,170 25	
	8	3222 50	
C-10			4,392 75
Studio Const.	9		1.559 17
			$18.362 40
		Ex P/R	720
			18.642 40

#2

FORM 100 SM 10-14-18 M&L.

PICTURE NO. N

D. W. Griffith Studio

WEEK ENDING NOV 29 1919 191

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
Kate Bruce	Actor	50.00				50.00		1337
Florence Short	"	150.00				150.00		1338
R.Barthlemess	"	300.00				300.00		1339
C.Hale	"	450.00				450.00		1340
A.Randolph	"	400.00				400.00		1341
B.Grauer	"	45.00				45.00		1342
T.Carr	"	60.00				60.00		1343
W.James	"	100.00				100.00		1344
A.Lestina	"	31.25				31.25		1345
P.Strong	"	50.00				50.00		1346
G.McQuarrie	"	250.00				250.00		1347
W.J.Harrison	"	60.00				60.00		1348
W.Kolomuku	"	75.00				75.00		1349
E.James	"	50.00				50.00		1350
C.Dempster	"	150.00				150.00		1351
C.Seymour	"	150.00				150.00		1352
Elmer Clifton	Ass't Director	450.00				450.00		1353
L.R.Smith	" "	105.00				105.00		1354
G.W.Bitzer	Cameraman	250.00				250.00		1355
G.W.Bitzer	"	100.00				100.00		1356
H.Sartov	"	200.00				200.00		1357
A.L.Lewis	"	200.00				200.00		1358
L.C.Bitzer	" "	75.00				75.00		1359
A.Scholtz	Developing	350.00				350.00		1360
H.Sutch	Wardrobe	75.00				75.00		1361
Myrtle Sutch	"	23.00				23.00		1362
H.Gilman	"	30.00				30.00		1363
*Jack Lloyd	Publicity	25.00				25.00		1364
" "	"	125.00				125.00		1365
J.A.Manning	B.Agent	50.00				50.00		1366
							4429.25	

*
Jack Lloyd.
Acct shortage of 25.00 in salary week ending
Nov 22nd,1919.

Glenda

7

#3

FORM 100 SM 10-14-18 M&L.

PICTURE NO. N

D. W. Griffith Studio

WEEK ENDING NOV 29 1919 91

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
A.H.TBanzhaf	Attorney	500.00				500.00		1367
T.R.Wilson	Publicity	288.45				288.45		1368
A.Pesce	Music Director	85.00				85.00		1369
J.Smith	C-Room	100.00				100.00		1370
Rose Smith	" "	65.00				65.00		1371
*Rose Smith	" "	5.00				5.00		1372
R.Harron	Actor	700.00				700.00		1373
W.F.Freeman	"	50.00				50.00		1374
A.Wiener	Secy	40.00				40.00		1375
H.L.Hyashi	Auto Driver	30.00				30.00		1376
H.L.Hyashi	Board ? Room	25.00				25.00		1377
							$1888.45	

858.45
1030.00

500.00
40.00
288.45
30.00
858.45

FORM 100 SM 10-14-18 M&L.

PICTURE NO. C.10

D. W. Griffith Studio

WEEK ENDING NOV 29 1919 191

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
Lillian Gish	Co-Director	500.00				500.00		1378
J.Powers	Ass't Director	85.00				85.00		1379
Dorothy Gish	Actress	750.00				750.00		1380
R.Graves	Actor	200.00				200.00		1381
C.Gerard off 11/6/19	Actress	300.00				300.00		1382
Geo Hill	Cameraman	250.00	Off 2 Hrs & Deduct To accn 11/5/19			250.00	Topped 11/8	1383
W.Hastings	Scenario	100.00				100.00		1384
*M.Rector	CuttingRoom	65.00				65.00		1385
M.Rector	" "	30.00				30.00		1386
Ralter Long	Publicity	75.00				75.00		1387
							2355.00	

*M.Richtor
Acc'T increase in salary commencing
Nov 9th,1919.of $10.00 per week.

Marie Burke	Actress	150.00				150.00		1515
Downing Clarke	Actor	200.00				200.00		1516
J.Rennie	Actor	500.00				500.00	850.00	1517
							$3205.00	
Charlie Mack	Ass't Director	17.50	Half	Week			17.50	1518
							$3222.50	

Extra P.W. # 6

N. Y. C., Nov. 28, 1919.

Prod. N..... a/c No.... Vo. No. 3772
Paid by Check
Account
WATERHOUSE & CO. ACCOUNTANTS
JAN 1920

Mr. J. C. Epping,
% D. W. Griffith's Studio,
Orienta Point,
Mamaroneck, N. Y.

Dear Sir,

Laboratory payroll for week ending Nov. 29, 1919 is as follows:

M. Medove	—	$150.00	C- 1528
K. Rosenthal	—	50.00	- 1529
H. Danshee	—	30.00	- 1530
T. Palamonte	—	25.00	- 1531
M. Yarrow	—	25.00	1537
		280.00	

FORM 100 SM 10-14-18 M&L.

No 16

PICTURE NO. N

D. W. Griffith Studio

WEEK ENDING DEC 6 - 1919 191

NAME	OCCUPATION		RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. No.	AMOUNT	TOTAL AMOUNT	CHECK NO
Kate Bruce	Actress		50.00				50.00		1533
Florence Short	"		150.00				150.00		1534
R.Barthlemess	Actor		300.00				300.00	o/s	1535
C.Hale	"		450.00				450.00		1536
A.Randolph	"		400.00				400.00		1537
B.Grauer	"		45.00				45.00		1538
T.Carr	"		60.00				60.00		1539
W.James	"		100.00				100.00	o/s	1540
A.Lestina	"		31.25				31.25		1541
P.Strong	"		50.00				50.00		1542
G.McQuarrie	"		250.00				250.00		1543
W.J.Harrison	"		60.00				60.00		1544
W.Kolomuki	"		75.00				75.00		1545
E.James	"		50.00				50.00		1546
C.Dempster	Actress		150.00				150.00	o/s	1547
C.Seymour	"		150.00				150.00		1548
Elmer Clifton	Ass't Director		450.00				450.00		1549
L.R.Smith	" "		105.00				105.00		1550
G.W.Bitzer	Cameraman		250.00				250.00		1551
G.W.Bitzer	"		100.00				100.00		1552
H.Sartov	"		200.00				200.00		1553
A.L.Lewis	"		200.00				200.00		1554
L.C.Bitzer	"		75.00				75.00		1555
A.Scholtz	Developing		350.00				350.00		1556
H.Sutch	Wardrobe		75.00				75.00		1557
Myrtle Sutch	"		23.00				23.00		1558
H.Gilman	"		30.00				30.00		1559
Jack Lloyd	Publicity		125.00				125.00		1560
J.A.Manning	B.Agent		50.00				50.00		1561
M.Richtor	Cutter		65.00				65.00		1562
W.F.Freeman	Actor		50.00				50.00		1563
								$4519.25	
E.H.Loeffler	Actor		60.00	Week Nov 29			60.00		1564
" "	"		60.00				60.00		1565
P.H.Allen	"	11/19	76.00	(4 Days)			76.00		1566
" " "	"		125.00				125.00		1567
T.Griffith	"	11/29	44.00	(4 Days)			44.00		1568
" "	"		75.00				75.00		1569
G.McQuarrie	"		50.00	Increase			50.00		1570
							490.00	$5009.25	

Prod. ..... a/c No. ..... Vo. No. 468
Account: ..... Paid by Chq. 514
Checked: .....
O. K. .....

O.H.	4		2,636.00	
N.	1	5,009 25		
	2	1,833 45		
	3	1,607 36		
	9	1,125 52		
	10	471 57	10,682.15	
	Extra	625		
C-10	3	2,875.00	4,357.38	
	5	1,482.38		
S-C	6	1,460 42	1,584.99	
	7	124 57		
			19,256.52	

1.0
2 -
3.50
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1 -
1 -
2.50
.25
.25
21.50

490.00
2150
2859 25

V 11 50

FORM 100 5M 10-14-18 MaL.

PICTURE NO. N

D. W. Griffith Studio

WEEK ENDING DEC 6 1919 191

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
A.H.T.Banzhaf	Attorney	500.00				500.00		1571
F.R.Wilson	Publicity	288.45				288.45		1572
A.Pesce	Music Dirc't	85.00				85.00		1573
James Smith	C.Room	100.00				100.00		1574
Rose Smith	" "	65.00				65.00		1575
Robert Harron	Actor	700.00				700.00		1576
Agnes Wiener	Sec'y	40.00				40.00		1577 W.L
H.L.Hyashi	Auto Driver	30.00				30.00		1578
" " "	Board - Room	25.00				25.00		~~1579~~ 1606
							$1833.45	

5.00
~~Left~~
600
1100

1288 85
545 00

3.00
15 44 10
6

#3

FORM 100 5M 10-14-18 M&L.

PICTURE NO. C-10

D. W. Griffith Studio

WEEK ENDING DEC 6 1919 191

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
Lillian Gish	Co-Director	500.00				500.00		1580
John Powers	Ass't Director	85.00				85.00		1581
Dorothy Gish	Actress	750.00			✓	750.00		1582
Ralph Graves	Actor	200.00			✓	200.00		1583
Geo Hill	Cameraman	250.00				250.00		1584
Maurice E.Kains	Ass't "	30.00				30.00		1585
Wells S.Hastings	Scenario	100.00				100.00		1586
R.Long	Publicity	75.00				75.00		1587
Marie Burke	Actress	150.00			✓	150.00		1588
Downing Clarke	Actor	200.00			✓	200.00		1589
J.Rennie	Actor	500.00			✓	500.00		1590
Charlie Mack	Ass't Dirc't	35.00				35.00		1591
							$2875.00	✓

650
100
50
100
400
1300

400
650
50
100
4
1700

FORM 100 5M 10-14-18 M&L.

#10
4

PICTURE NO. Overhead

D. W. Griffith Studio

WEEK ENDING DEC 6 - 1919 191___

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
A.L.Grey	Manager	300.00				300.00		1592
S.E.V.Taylor	Scenario	300.00				300.00		1593
M.M.Stearns	"	125.00				125.00		1594
Mrs M.M.Stearns	"	30.00				30.00		1595
Mary Browne	Wardrobe	21.00				21.00		1596
Eloisa Rodriguez	"	30.00				30.00		1597
Alice D.G.Miller	Scenario	30.00				30.00		1598
J.H.Blake	Office	60.00				60.00		1599
C.G.Bush	Cashier	50.00				50.00		1600
Chas Muth	Motor's	50.00				50.00		1601
Lillian Gish	Actress	1350.00				1350.00		1602
Harry Carr	Prod-MGR	200.00				200.00		1603
Wm Fox	Still-Camera	70.00				70.00		1604
Grace Geritzen	Stenographer	20.00				20.00		1605
							$2636.00	

1250.
K O C

#5

FORM 100 5M 10-14-18 M&L.

PICTURE NO. C-10 **D. W. Griffith Studio** WEEK ENDING Dec. 5 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
John Corrigan	Foreman	10.00	7	16			90.00	1607
E. T. Mazy	Artist	85.00 wk	7				85.00	1608
T. D. Thompson	Elect	8.00	7	36			92.00	1609
B. Stetson	"	7.00	7	52			94.50	1610
B. Turner	"	7.50	5	40			75.00	1611
Hugh Powers	"	7.00	7	20			66.50	1612
J. Feevans	"	"	7	20			66.50	1613
E. White	"	5.00	7	28		42.00	52.50	1614
S. Koster	Props	10.00	7	16			90.00	1615
A. Wenselman	"	6.00	7	47			77.25	1616
J. Kelly	Grip	"	7	36			69.00	1617
R. J. Greene	"	"	7	47		31.50	77.25	1618
E. Hicinbothem	Carpenter	7.00	6	22			61.25	1619
E. Droham	"	"	5	29			60.38	1620
L. Gazverde	"	"	6	22			61.25	1621
W. J. Bantel	"	"	6	22			61.25	1622
P. Jacobson	"	"	7	22			68.25	1623
A. Carlson	"	"	7	34			78.75	1624
P. Snyder	"	"	6	34		46.88	71.75	1625
J. Naughton	Painter	"	6	28			66.50	1626
J. Gazverde	Carpenter	"	2	6			17.50	1627
							1482.38	
							1482.38	

#4/6

FORM 100 5M 10-14-18 M&L.

PICTURE NO. Construction **D. W. Griffith Studio** WEEK ENDING Dec. 5 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
F. Krewet	Mason	9.00	7	12			76.50	1628
C. Krewet	"	8.00	6	12			60.00	1629
G. Anderson	"	"	6	12			60.00	1630
G. Hering	"	"	6	12			60.00	1631
J. Rigano	"	"	6	12			60.00	1632
J. Siefreid	"	"	6	12		57 6.50	60.00	1633
L. O'Neill	Lather	"	7	12			68.00	1634
A. Hopson	"	"	7	12		136	68.00	1635
J. Accurso	Mixer	5.00	7	19			46.88	1636
C. Accurso	"	"	7	19			46.88	1637
R. Di Torio	"	"	7	20			47.50	1638
B. Mc Laughlin	"	"	3	3			16.88	1639
L. Merolilli	"	"	7	20			47.50	1640
G. Pergola	"	"	7	20			47.50	1641
N. Siano	"	"	7	19			46.88	1642
G. Talia	"	"	7	20			47.50	1643
Nick Valli	"	"	7	19		39 4.40	46.88	1644
N. J. Greeley	Carpenter	7.50	7	34			84.38	1645
Wm N. Donehue	"	7.00	7	39			83.13	1646
A. Cunningham	"	"	6	4			45.50	1647
Wm Roney	"	"	7	12		47 2.57	59.50	1648
L. Diamond	Fore Labor	5.50	7	5			41.94	1649
A. Anziano	Laborer	4.50	7	5			34.31	1650
E. Byrnes	"	"	5	8			27.00	1651
C. N. Bosworth	"	"	7	8			36.00	1652
N. J. Carroll	"	"	6				27.00	1653
W. Castagna	"	18 " short	6 on	6 check	ck 1302		30.38	1654
R. C. Daymon	"	"	5				22.50	1655
Henry Davis	"	"	5	4		153	24.75	1656
A. Diamond	"	"	7	10		21 30 41 28	37.13	1657
							1460.42	
							1460.42	

#7

FORM 100 5M 10-14-18 M&L.

PICTURE NO. Construction **D. W. Griffith Studio** WEEK ENDING Dec. 5 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
P. Diamond	Laborer	4.50	6				27.00 ✓	1658 ✓
J. Fastiggi	"	"	7	26			46.69 ✓	1659 ✓
J. Strata	Mixer	5.00	7	19			46.88 ✓	1660 ✓
							120.57 ✓	

FORM 100 5M 10-14-18 M&L.

PICTURE NO. -N-

D. W. Griffith Studio

WEEK ENDING Dec. 5 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
F. Wortman	Supt	125.00 wk	6				125.00	1661
N. J. Fox	Foreman	8.00	7	34			90.00	1662
Ira Brown	"	"	7	19		1.90	75.00	1663
W. Webber	Truck	5.00	6	34			51.25	1664
F. Cunningham	"	"	7	44			62.50	1665
F. Decca	"	"	7	26			51.25	1666
J. Quinn	"	"	7	16			45.00	1667
R. J. Murray	Helper	4.00	6	15		2.41.50	31.50	1668
Wm Cowen	Supt Grounds	27.50 wk	6				27.50	1669
Geo Holland	watchman	21.00	6				21.00	1670
A. Baldwin	Caretaker	3.75	6				22.50	1671
J. A. Miller	"	3.75	5				18.75	1672
J. Welton	Helper	"	7	8			30.00	1673
J. W. Potts	"	"	5	5		2.35	21.10	1674
J. Flynn	Engineer	5.00	7	60			72.50	1675
M. Brower	"	"	7	51			66.88	1676
A. Sheehan	"	4.50	5	32			40.50	1677
Geo. Carey	"	7.00	7	55			97.10	1678
Mrs. S. Hagerty	Cleaner	3.50	6			2.70	21.00	1679
M. B. Clark	Carpenter	7.00	7	30			75.25	1680
J. Gailhard	"	"	6	22			61.25	1681
M. Gibbons	"	"	6	12			52.50	1682
Dan Hennessey	"	"	7	12			59.50	1683
J. C. Holden	"	"	6	18			57.75	1684
F. N. Longwell	"	"	6	12			52.50	1685
C. A. Lyon	"	"	6	4			45.50	1686
A. D. Morgan	"	"	7	30			75.25	1687
J. Olsen	"	"	6	12			52.50	1688
V. Passabet	"	"	7	12			59.50	1689
D. Potts	"	"	6	4			45.50	1690
					20 50 57 63		1607.36	

FORM 100 5M 10-14-18 M&L

#59

PICTURE NO. -N-

D. W. Griffith Studio

WEEK ENDING Dec. 5 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
C. V. Driscoll	Carpenter	7.00	6	12			52.50	1691
A. Roselle	"	"	7	12			59.50	1692
E. Tolive	"	"	7	34			78.75	1693
L. Tolive	"	"	7	20			66.50	1694
F. Varvero	"	"	7	12			59.50	1695
N. Wheeler	"	"	7	12			59.50	1696
J. Wheeler	"	"	6	4			45.50	1697
J. White	"	"	6	25			63.88	1698
Gus Courcier	"	"	2	4		13.50	17.50	1699
S. J. Hagerty	Laborer	4.50	4	7		3.50	21.94	1700
F. Holland	"	"	5	5			25.31	1701
F. Koch	"	"	7	4			33.75	1702
J. Moen	"	"	2				9.00	1703
F. Murray	"	"	6	8			31.50	1704
J. Marcelus	"	"	7	4			33.75	1705
A. Munter	"	"	7	4			33.75	1706
C. Rogers	"	"	3				13.50	1707
A. C. Sprague	"	"	6				27.00	1708
P. Serecchio	"	"	7	7			35.44	1709
Dan Smith	"	"	7	22			43.88	1710
Tony Testa	"	"	7	4			33.75	1711
A. Tomasetti	"	"	4	1			18.57	1712
C. Wagner	"	"	6				27.00	1713
K. Westfal	"	"	6				27.00	1714
A. Vendura	"	"	7	4			33.75	1715
J. Yannerelli	"	"	7	8		4.9 7.8 9.3 4.9	36.90	1716
J. Fulca	"	"	2				9.00	1717
D. Miller	Team	9.00	6				53.90	1718
N. Erickson	"	"	6				53.90	1719
E. Webster	Watchman	22.50	6				22.50	1720
							$1176.52	

#A10

FORM 100 5M 10-14-18 M&L

PICTURE NO. -N-

D. W. Griffith Studio

WEEK ENDING Dec. 5 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
N. J. Miller	Elect	7.50	7	55			104.06	1721
E. W. La Rosa	"	7.00	6	33	✓		70.88	1722
S. J. Frank	"	"	6	13			53.38	1723
Chas. Yuengling	"	"	7	22			68.25	1724
Gus Weissner	"	"	7	18			64.75	1725
O. Mueller	"	"	7	70			110.25	1726
							471.57	✓

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH STUDIOS

PETTY CASH VOUCHER

DATE .....

ISSUED TO ..... # 17 .....

Construction		5	82242
K	-	1	833 45
C/O	-	3	075 00
O/H	✓	2	682 65
N- Florida	✓	4	535 70
		$ 17,	949 22
Lab			295 00
		$ 18,	244 22

14/6.10 6.95

PETTY CASH VOUCHER

DATE

5

111

N.Y. Dec. 5, 1919.

Extra #7

Prod.....a/c No.....Vo. No. 468.....
Account:.....Paid by Check.....
Checked:.....
K.....

D. W. Griffith Studio
Mamaroneck, N.Y.

Attention Mr. C. J. Epping.

Dear Sir,

The laboratory payroll for week ending Dec. 6, 1919 is as follows:

A.	Scholtz	$350.00	CK 1727
M.	Medow	150.00	1728
K.	Rosenthal	50.00	1729
H.	Dansky	35.00	1730
M.	Yarrow	25.00	1731
T.	Palamonte	25.00	1732
		635.00	

PR #17

FORM 100 SM 10-14-18 M&L.

#17 #1

PICTURE NO. N

D. W. Griffith Studio

WEEK ENDING DEC 13 1919 191—

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
A. H. T. Banzhaf	Attorney	500.00				500.00		1883
F. R. Wilson	Publicity	288.45				288.45		1884
A. Pesce	Music Director	85.00				85.00		1885
James Smith	C. Room	100.00				100.00		1886
Rose Smith	C. Room	65.00				65.00		1887
Robert Harron	Actor	700.00				700.00		1888
Agnes Wiener	Secretary	40.00				40.00		1889
H. L. Hyashi	Auto Driver	30.00				30.00		1890
H. L. Hyashi	Board - Room	25.00				25.00		1891
						$1833.45		

$700.00
600.00
1100

Prod.....a/c No.....Vo. No. 529

Account: .....

Checked:..... Paid by Check 546

O. K.....

PRICE, WATERHOUSE & CO. EXAMINED JAN 1920

Overhead Sheet# 3 2682 65

N- " 1 1833 45
4 4532 50
7 1474 60
8 1327 07
9 881 08
Extra #8 — 295 10,346 90

C-10 # 2 3075
5 1386 76 4,461 76

Studio Const. # 6 752 91

$18,244 22

FORM 19244 1M 11-19 LP

#2

PICTURE NO C-10 **D. W. Griffith Studio** WEEK ENDING December 13 1919

	NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	CHECK NO.	AMOUNT	TOTAL AMOUNT	PROD.
	Harda Daube	Actress	200.00				1892	200.00		
	Lillian Gish	Co-Drict.	500.00				1893	500.00		
	John Powers	Asst.Dtr.	85.00				1894	85.00		
	Dorothy Gish	Actress	750.00				1895	750.00		
	Ralph Graves	Actor	200.00				1896	200.00		
	Geo. Hill	Cameraman	250.00				1897	250.00		
	Maurice E. Kains	Asst. "	30.00				1898	30.00		
	Wells S.Hastings	Scenario	100.00				1899	~~100.00~~		
	R. Long	Publicity	75.00				1900	75.00	100 150 100 50 1- 4 1400	
	Marie Burke	Actress	150.00				1901	150.00		
	Downing Clarke	Actor	200.00				1902	200.00		
	J. Rennie	"	500.00				1903	500.00		
	Charlie Mack	Asst.Dct.	35.00				1904	35.00		
									3075.00	

PRICE, WATERHOUSE & CO.
JAN 1920
No. 53

FORM 15844 1M 11-19 LP

#3

PICTURE NO OVERHEAD

D. W. Griffith Studio

WEEK ENDING December 13, 1919

NAME	OCCUPATION	RATE	TOTAL TIME: DAYS REGULAR	TOTAL TIME: HOURS OVERTIME	ACCT. NO.	CHECK NO.	AMOUNT	TOTAL AMOUNT	PROD.
Joseph Lowe	Office Boy	10.00	4			1905	6.65		
Isabelle E.Hill	Steno.	30.00	4			1906	20.00		
Garnette Rardin	Clerk	20.00				1907	20.00		
A. L. Grey	Manager	300.00				1908	300.00		
S. E. V. Taylor	Scenario	300.00				1909	300.00		
M. M. Stearns	"	125.00				1910	125.00		
Mrs.M.M.Stearns	"	30.00				1911	30.00		
Mary Browne	Wardrobe	21.00				1912	21.00		
Eloisa Rodriguez	"	30.00				1913	30.00		
Alice D.G.Miller	Scenario	30.00				1914	30.00		
J. H. Blake	Bookkpr.	60.00				1915	60.00		
C. G. Bush	Cashier	50.00n				1916	50.00		
Chas. Muth	Motor's	50.00				1917	50.00		
Lillian Gish	Actress	1350.00				1918	1350.00		
Harry Carr	Pro-Mgr.	200.00				1919	200.00		
Wm. Fox	StillCam.	70.00				1920	70.00		
Grace Geritzen	Steno.	20.00				1921	20.00		
								$2682.65	

PRICE, WATERHOUSE & CO. EXAMINED JAN 1920

200 200 L.L. 1250 G.G. L.L.

1775

FORM 100 SM 10-14-18 M&L.

No. 17

#4

PICTURE NO. N

D. W. Griffith Studio

WEEK ENDING December 13, 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
Kate Bruce	Actress	50.00				50.00		1733
Florence Short	"	150.00	1			21.45		1734
R. Barthlemess	Actor	300.00				300.00		1735
C. Hale	"	450.00				450.00		1736
A. Randolph	"	400.00				400.00		1737
W. James	"	100.00				100.00		1738
A. Lestina	"	31.25				31.25		1739
P. Strong	"	50.00				50.00		1740
G. McQuarrie	"	300.00				300.00		1741
W. Kolomuku	"	75.00				75.00		1742
E. James	"	50.00				50.00		1743
C. Dempster	Actress	150.00				150.00		1744
C. Seymour	"	150.00				150.00		1745
Elmer Clifton	Ass't.Director	450.00				450.00		1746
L. R. Smith	" "	105.00				105.00		1747
G. W. Bitzer	Cameraman	250.00				250.00		1748
G. W. Bitzer	"	100.00				100.00		1749
H. Sartov	"	200.00				200.00		1750
A. L. Lewis	"	200.00				200.00		1751
L. C. Bitzer	"	75.00				75.00		1752
A. Scholtz	Developer	350.00				350.00		1753
H. Sutch	Wardrobe	75.00				75.00		1754
Myrtle Sutch	"	23.00				23.00		1755
H. Gilman	"	30.00				30.00		1756
Jack Lloyd	Publicity	125.00				125.00		1757
J. A. Manning	B. Agent	50.00				50.00		1758
M. Richtor	Cutter	65.00				65.00		1759
W. F. Freeman	Actor	50.00				50.00		1760
E. H. Loeffler	"	60.00				60.00		1761
P. H. Allen	"	125.00				125.00		1762
T. Griffith	"	75.00				75.00		1763
						$ 4,535.70		

WATERHOUSE & CO. EXAMINED JAN 1920

2035.

Cd.

#5

FORM 100 SM 10-14-18 M&L.

PICTURE NO. C-10

D. W. Griffith Studio

WEEK ENDING Dec. 12 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
J. Corrigan	Foreman	10.00	7	16			90.00	1764
E. T. Mazy	Artist	85.00 wk	7				85.00	1765
T. D. Thompson	Elect	8.00	7	36			92.00	1766
B. Turner	"	75.00 wk	7				75.00	1767
B. Stetson	"	6.00	7	27			62.25	1768
Hugh Powers	"	7.00	7	20			66.50	1769
J. Teevans	"	"	7	20			66.50	1770
S. Koster	Props.	10.00	7	34			90.00	1771
A. Winselman	"	6.00	7	28			63.00	1772
J. Kelly	Grip	"	7	7			47.25	1773
R. N. Greene	"	"	7	14			52.50	1774
E. Hicinbothem	Carpenter	7.00	6	10		40.00	50.75	1775
E. Doban	"	"	4	10			36.75	1776
L. Gazverde	"	"	6				42.00	1777
J. Gasverde	"	"	6	10			50.75	1778
W. J. Bantel	"	"	6	10			50.75	1779
P. Jacobson	"	"	6				42.00	1780
A. Carlson	"	"	7	12			59.50	1781
P. Snyder	"	"	7	12			59.50	1782
M. B. Clark	"	"	7	12			59.50	1783
A. C. Morgan	"	"	6	19			58.63	1784
J. Naughton	Painter	"	7	43		5.10.13	86.63	1785
							1386.76	

PRICE, WATERHOUSE & CO. EXAMINED JAN 1920 No. 58

FORM 100 SM 10-14-18 M&L.

PICTURE NO. Construction **D. W. Griffith Studio** WEEK ENDING Dec 13 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
C. Krewet	Mason	8.00	6	12			60.00	1786
G. Anderson	"	"	6	12			60.00	1787
G. Hering	"	"	6	12			60.00	1788
L. O'Neill	Lather	"	5	13			53.00	1789
A. Hopson	"	"	5	13			53.00	1790
J. Accurso	Mixer	5.00	7	19			46.88	1791
C. Accurso	"	"	7	19			46.88	1792
R. Di Torio	"	"	7	19		X	46.88	1922 ~~1793~~
B. Mc Laughlin	"	"	7	14			43.75	1794
L. Merolilli	"	"	7	19			46.88	1795
G. Pergola	"	"	7	19			46.88	1796
N. Siano	"	"	7	19			46.88	1797
J. Strata	"	"	7	20			47.50	1798
G. Talia	"	"	7	20			47.50	1799
Nick Valli.	"	"	7	19			~~46.88~~ 46.88	1800
							752.91	

PRICE, WATERHOUSE & CO. EXAMINED JAN 1920

#7

FORM 100 SM 10-14-18 M&L.

PICTURE NO. -N- **D. W. Griffith Studio** WEEK ENDING Dec 12 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. No.	AMOUNT	TOTAL AMOUNT	CHECK No
F. Wortman	Supt	125.00 wk	7				125.00	1801
N. J. Fox	Foreman	8.00	7	16			72.00	1802
Ira Browne	"	"	7	24			80.00	1803
W. Webber	Truck	5.00	6	33			44.38	1804
F. Cunningham	"	"	7	34			56.25	1805
F. Arcea	"	"	7	28			52.50	1806
J. Quinn	"	"	6	16			40.00	1807
R. J. Murray	Helper	4.00	6	16		22.50	32.00	1808
Wm Cowen	Supt Grounds	27.50	6				27.50	1809
Geo. Holland	Watchman	21.00	6				21.00	1810
A. Baldwin	Caretaker	22.50	6				22.50	1811
J. A. Miller	"	3.75	7	4			28.13	1812
J. Welton	Helper	"	7	4			28.13	1813
J. W. Potts	"	"	5	14		108	25.32	1814
Geo. Carey	Engineer	7.00	7	19			65.63	1815
J. Flynn	"	20	7	15			44.38	1816
M. Brower	"	"	7	17			45.63	1817
J. Fulcea	Watchman	3.75	5				18.75	1818
Mrs. S. Hagerty	Cleaner	3.50	6				21.00	1819
D. Miller	Team	9.00	5	12			58.50	1820
N. Arickson	"	"	5	16		121.50	63.00	1821
N. J. Greeley	Carpenter	7.50	7	12			63.75	1822
Wm N. Donehue	"	7.00	7	10			57.75	1823
A. Cunningham	"	"	7	12			59.50	1824
C. V. Driscoll	"	"	6	12			52.50	1825
J. Gailhard	"	"	7	12			59.50	1826
M. Gibbons	"	"	6	12			52.50	1827
Dan Hennessy	"	"	7	12			59.50	1828
J. C. Holden	"	"	6	4			45.50	1829
F. N. Longwell	"	"	6	12			52.50	1830
						505.00	1474.60	

PRICE, WATERHOUSE & CO. EXAMINED JAN 1920

#8

FORM 100 SM 10-14-18 M&L.

PICTURE NO. -N-

D. W. Griffith Studio

WEEK ENDING Dec. 12 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
C. A. Lyon	Carpenter	7.00	6	4			45.50	1831
J. Olsen	"	"	7	12			59.50	1832
Wm Hutchins	"	"	5				35.00	1833
V. Passalet	"	"	7	12			59.50	1834
D. Potts	"	"	7	12			59.50	1835
Wm Roney	"	"	6	12			52.50	1836
A. Roselle	"	"	7	20			66.50	1837
E. Tolive	"	"	7	12			59.50	1838
L. Tolive	"	"	7	12			59.50	1839
F. Varvero	"	"	4	12			38.50	1840
N. Wheeler	"	"	7	12			59.50	1841
J. White	"	"	6	12			52.50	1842
Gus Courcier	"	"	6	4		3.00	45.50	1843
F. Krewet	Mason	9.00	7	12			76.50	1844
J. Rigano	"	8.00	6	12			60.00	1845
J. Siefreid	"	"	6	12			60.00	1846
Bert Hall	"	"	6	8			56.00	1847
L. Diamond	For Lab	5.50	7	4		2.50	41.75	1848
A. Anziano	Laborer	4.50	7	4			33.75	1849
E. Byrnes	"	"	2	3			10.69	1850
C. H. Bosworth	"	"	7	4			33.75	1851
H. J. Carroll	"	"	5				22.50	1852
W. Castagna	"	"	6	5			29.81	1853
R. C. Daymon	"	"	7	4			33.75	1854
Henry Davis	"	"	4				18.00	1855
A. Diamond	"	"	7	20			42.75	1856
P. Diamond	"	"	7	4			33.75	1857
J. Fastiggi	"	"	7	17			41.07	1858
S. J. Hagerty	"	"	5			47 85 51 38	22.50	1859
F. Holland	"	"	4				18.00	1860
							1327.07	

PRICE, WATERHOUSE & CO. EXAMINED JAN 1920 Vol. 53

#9

FORM 100 5M 10-14-18 M&L.

PICTURE NO. —N— **D. W. Griffith Studio** WEEK ENDING Dec 12 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. No.	AMOUNT	TOTAL AMOUNT	CHECK No
F. Koch	Laborer	4.50	5	6			25.88	1861
J. Moen	"	"	6				27.00	1862
F. Murray	"	"	5				22.50	1863
J. Marcelus	"	"	3	5			16.31	1864
A. Munter	"	"	7	2			32.63	1865
C. Rogers	"	"	2				9.00	1866
A. C. Sprague	"	"	4				18.00	1867
P. Serecchio	"	"	7	7			35.44	1868
Tony Testa	"	"	6	6			30.38	1869
A. Tomassetti	"	"	6	6			30.38	1870
C. Wagner	"	"	5	5			25.31	1871
K. Westfal	"	"	5	5			25.31	1872
A. Vendura	"	"	6	5			29.81	1873
J. Yannerelli	"	"	7	7			35.44	1874
Dan Smith	"	"	7				31.50	1875
N. J. Miller	Elect	7.50	7	35			85.31	1876
E. W. La Rosa	"	7.00	6	14			54.25	1877
S. J. Frank	"	"	7	30			75.25	1923
Chas Yuengling	"	"	7	17			63.88	1879
Gus Weissner	"	"	6	16			56.00	1880
C. Mueller	"	"	7	50			92.75	1881
W. Evans	Helper	5.00	4	8			25.00	1882
A. Sheehan	Laborer	4.50	6	12		45-244 X	33.75	1924
							881.08	

4 52 44
4 28 64

WATERHOUSE & CO. EXAMINED JAN 1920

Dec. 12, 1919.

Biograph Co
807 E. 175 St
NYC

Entre N/R #8

D. W. Griffith Studio,
Mamaroneck, N.Y.

Attention Mr. C.J. Epping,

Dear Sir

The Laboratory Payroll for week ending Dec. 13, 1919 is as follows:

[redacted]

M.	Medoor	150.00 - 1925
K.	Rosenthal	50.00 - 1926
H.	Davis	35.00 - 1927
W.	Farrow	30.00 - 1928
T.	Palamonte	30.00 - 1929
		$ 295 00 ~~640.00~~

WATSON & CO EXAMINED JAN 1920 No. 53

Prod. ..... a/c lo ..... Vo. No. 1220
Account: Labor
Checked: ..... Paid by Check .....
O. K.

Last week's Petty cash expenses which we sent you has not been paid yet.

Yours Very Truly
A. Scholtz.

FORM 15244 1M 11-19 LP

No. 18

PICTURE NO N

D. W. Griffith Studio

WEEK ENDING December 20 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	CHECK NO.	AMOUNT	TOTAL AMOUNT	PROD.
Kate Bruce	Actress	50.00				1930	50.00		
R. Bartlemess	Actor	300.00				1931	300.00		
C. Hale	"	450.00				1932	450.00		
A. Randolph	"	400.00				1933	400.00		
W. James	"	100.00				1934	100.00		
A. Lestina	"	31.25				1935	31.25		
P. Strong	"	50.00				1936	50.00		
G. McQuarrie	"	300.00				1937	300.00		
W. Kolomuku	"	75.00				1938	75.00		
E. James	"	50.00				1939	50.00		
C. Dempster	Actress	150.00				1940	150.00		
C. Seymour	"	150.00				1941	150.00		
Elmer Clifton	A.Direct.	450.00				1942	450.00		
L. R. Smith	" "	105.00				1943	105.00		
G. W. Bitzer	Cameraman	250.00				1944	250.00		
G. W. Bitzer	"	100.00				1945	100.00		
H. Sartov	"	200.00				1946	200.00		
L. C. Bitzer	"	75.00				1947	75.00		
H. Sutch	Wardrobe	75.00				1948	75.00		
Myrtle Sutch	"	23.00				1949	23.00		
Jack Lloyd	Publicity	125.00				1950	125.00		
J. A. Manning	B. Agent	50.00				1951	50.00		
M. Richtor	Cutter	65.00				1952	65.00		
W. F. Freeman	Actor	50.00				1953	50.00		
E. H. Loeffler	"	60.00				1954	60.00		
P. H. Allen	"	125.00				1955	125.00		
T. Griffith	"	75.00				1956	75.00		

$3,934.25

Prod. ..... a/c No. ..... No. 571
Account: ..... Paid Check 568
Checked: .....
O. K. ..... Head
N

C-10

S. C.

#9 3.91 4 5 6 7 8 9½ 8 3

5 2 3.20
3,934.25
1,334.15
804.98
347.91
1,833.45
130.80
1,165.01
3,075.00

2,696 00
8,777 74
4,370 81
676 63
$16,521 18

200
350
300
400
50
50
350
5
150
100
25
25
1605

FORM 15244 1M 11-19 LP

2

PICTURE NO C-10 **D. W. Griffith Studio** WEEK ENDING Dec. 19 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	CHECK NO.	AMOUNT	TOTAL AMOUNT	PROD.
J. Corrigan	Foreman	10.00	7	16		~~1957~~		90.00	✓
E. T. Mazy	Artist	"	7	20		~~1958~~		95.00	✓
V. D. Thompson	Elect	8.00	7	34		~~1959~~		90.00	✓
B. Turner	"	75.00 wk	7		(CK=75	~~1960~~ Assigned to Comm	~~Stopped~~ 12/27/19	75.00)	—
B. Stetson	"	6.00	7	30		~~1961~~		64.50	✓
Hugh Powers	"	7.00	7	19		~~1962~~		65.63	✓
J. Reevans	"	"	7	19		~~1963~~		65.63	✓
S. Koster	Propr	10.00	7	16		~~1964~~		90.00	✓
A. Winselman	"	6.00	7	32		~~1965~~		66.00	✓
J. Kelly	Grip	"	7	34		~~1966~~		67.50	✓
R. H. Greene	"	"	7	19		~~1967~~	82.50 -25	56.25	✓
E. Hicinbothem	Carpentr	7.00	6			~~1968~~		42.00	✓
E. Drohan	"	"	4	4		1969		31.50	—
J. Gazverde	"	"	2			1970		14.00	
W. J. Bantel	"	"	5			1971		35.00	✓
P. Jacobson	"	"	4	4		~~1972~~		31.50	✓
A. Carlson	"	"	5	4		1973		38.50	
P. Snyder	"	"	5	4		1974		38.50	
M. B. Clark	"	"	1	4		~~1975~~		10.50	✓
A. A. Morgan	"	"	5	4		~~1976~~	40.00	38.50	✓
J. Naughton	Painter	"	7	12		~~1977~~		59.50	✓
						~~1978~~			
						~~1979~~		1165.01	

FORM 15244 1M 11-19 LP

3

PICTURE NO Construction **D. W. Griffith Studio** WEEK ENDING Dec 19 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	CHECK NO.	AMOUNT	TOTAL AMOUNT	PROD.
F. Krewet	Mason	9.00	5	4		1978		49.50	—
C. Krewet	"	8.00	5	4		~~1979~~		44.00	✓
G. Anderson	"	"	5	4		~~1980~~		44.00	✓
G. Hering	"	"	5	4		~~1981~~		44.00	✓
J. Rigano	"	"	5	4		~~1982~~		44.00	✓
J. Siefreid	"	"	5	4		~~1983~~		44.00	✓
Bert Hall	"	"	5	4		~~1984~~	13.50	44.00	✓
L. O'Neill	Lather	"	0	4		~~1985~~		4.00	✓
A. Hopson	"	"	0	4		~~1986~~	5.00	4.00	✓
J. Accurso	Mixer	5.00	5	8		~~1987~~		30.00	✓
C. Accurso	"	"	5	8		~~1988~~		30.00	✓
R. Di Torio	"	"	5	8		~~1989~~		30.00	✓
B. Mc Laughlin	"	"	1	5		~~1990~~		8.13	✓
L. Merolilli	"	"	5	8		~~1991~~		30.00	✓
G. Pergola	"	"	5	8		~~1992~~		30.00	✓
N. Siano	"	"	5	8		~~1993~~		30.00	✓
J. Strata	"	"	5	8		~~1994~~		30.00	✓
G. Talia	"	"	5	8		~~1995~~		30.00	✓
Nick Salli	"	"	5	8		~~1996~~	27 8.13	30.00	✓
J. White	Carpenter	7.00	5	4		~~1997~~		38.50	✓
Jos Courcier	"	"	5	4		~~1998~~	27.00	38.50	✓ —

$676.63

FORM 15244 1M 11-19 LP

4

PICTURE NO -N- **D. W. Griffith Studio** WEEK ENDING Dec. 19 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	CHECK NO.	AMOUNT	TOTAL AMOUNT	PROD.
F. Wortman	Supt	125.00 wk	6			~~1999~~		125.00	✓
N. J. Fox	Foreman	8.00	7			2000		56.00	—
Ira Browne	"	"	7			~~2001~~	2 37.00	56.00	✓
W. Webber	Truck	5.00	6	27		~~2002~~		46.88	✓
F. Cunningham	"	"	6	32		~~2003~~		50.00	✓
F. Drees	"	"	7	20		~~2004~~		47.50	✓
J. Quinn	"	"	7	19		~~2005~~		46.88	✓
R. J. Murray	Helper	4.00	6	15		~~2006~~	1 1 7 6	31.50	✓
Wm Cowen	Supt Forms	27.50 wk	6			~~2007~~		27.50	✓
Geo. Holland	Watchman	21.00 wk	6			~~2008~~		21.00	✓
A. Baldwin	Caretaker	3.75	6			2009		22.50	✓
J. A. Miller	"	"	7	4		2010		28.13	✓
J. Welton	Helper	"	7	4		2011		28.13	✓
J. W. Potts	"	"	5	4		~~2012~~	9939	20.63	✓
Geo Carey	Engineer	7.00	6	6		~~2013~~		47.25	✓
J. Flynn	Helper	5.00	6	6		2014		~~33.75~~	
M. Brower	"	"	6	6		2015	1 1 4 7 5	~~33.75~~	
Mrs. S. Hagerty	Cleaner	3.50	6			~~2016~~		~~21.00~~	
A. Munter	Watchman	22.50 wk	7			~~2017~~		~~22.50~~	
D. Miller	Team	9.00	5	4		~~2018~~		~~49.50~~	
N. Erickson	"	"	5	4		~~2019~~	4900	~~49.50~~	
N. J. Greeley	Carpenter	8.00	5	4		~~2020~~		~~44.00~~	
Wm H. Donehue	"	7.00	6	4		~~2021~~		~~45.50~~	
A. Cunningham	"	"	5	4		2022		~~38.50~~	
C. V. Driscoll	"	"	4	4		2023		31.50	
J. Gailhard	"	"	5	4		~~2024~~		38.50	
M. Gibbons	"	"	5	4		~~2025~~		38.50	
Dan Hennessey	"	"	5	6		2026		40.25	
J. C. Holden	"	"	5	4		2027		38.50	
J. Olsen	"	"	5	4		2028		~~38.50~~	
Wm Hutchins	"	"	5	4		~~2029~~		38.50	
V. Passabet	"	"	5	4		~~2030~~		38.50	
D. Potts	"	"	5	4		2031	4625	38.50	
								1334.15	

FORM 15244 1M 11-19 LP

5

PICTURE NO -N- **D. W. Griffith Studio** WEEK ENDING Dec. 19 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	CHECK NO.	AMOUNT	TOTAL AMOUNT	PROD.
Wm Rooney	Carpenter	7.00	5	4		~~2032~~		38.50	
A. Roselle	"	"	5	4		~~2033~~		38.50	
E. Tolive	"	"	5	4		~~2034~~		38.50	
L. Tolive	"	"	5	4		~~2035~~		38.50	
F. Varvero	"	"	3	4		2036	17.50	24.50	
L. Diamond	For Lab	5.50	5	4		~~2037~~		30.25	
A. Anziano	Laborer	4.50	5	8		~~2038~~		27.00	
E. Byrnes	"	"	5	4		~~2039~~		24.75	
C. H. Bosworth	"	"	5	4		~~2040~~		24.75	
H. J. Carroll	"	"	5	4		~~2041~~		24.75	
W. Castagna	"	"	4	4		~~2042~~		20.25	
R. C. Daymon	"	"	3	4		~~2043~~		15.75	
Henry Davis	"	"	5	4		~~2044~~		24.75	
A. Diamond	"	"	4	4		~~2045~~		20.25	
P. Diamond	"	"	4	4		~~2046~~		20.25	
J. Fastiggi	"	"	4	4		2047		20.25	
S. J. Hagerty	"	"	4	4		~~2048~~		20.25	
F. Holland	"	"	4	4		~~2049~~		20.25	
F. Koch	"	"	5	4		~~2050~~		24.75	
J. Moen	"	"	5	4		~~2051~~		24.75	
F. Murray	"	"	5	4		2052		24.75	
C. Rogers	"	"	3			~~2053~~		13.50	
A. C. Sprague	"	"	5	4		~~2054~~		24.75	
P. Serecchio	"	"	5	6		2055		25.88	
Tony Testa	"	"	5	4		2056		24.75	
A. Tomasetti	"	"	4	4		2057		20.25	
C. Wagner	"	"	4	4		~~2058~~		20.25	
K. Westfal	"	"	5	4		2059		24.75	
A. Vendura	"	"	5	4		~~2060~~		24.75	
J. Yannerelli	"	"	3	4		2061		15.75	
A. Sheehan	"	"	6	6		~~2062~~		30.38	
Dan Smith	"	"	7	4		~~2063~~		33.75	
							804.96 17.50 (26.48	804.98	

#6

FORM 19244 1M 11-19 LP

PICTURE NO -N-

D. W. Griffith Studio

WEEK ENDING Dec. 19 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	CHECK NO.	AMOUNT	TOTAL AMOUNT	PROD.
H. J. Miller	Elect	7.50	7	19		~~2064~~		70.32	
E. W. La Rosa	"	7.00	7	19		~~2065~~		65.63	
S. J. Frank	"	"	7	19		2066		65.63	
Chas. Yuengling	"	"	7	19		~~2067~~		65.63	
C. Mueller	"	"	7	32		~~2068~~		77.00	
L. Gazverde	Carpenter	"	0	4		2108		3.50	
								347.71	

FORM 15244 1M.11-19 LP

#7

PICTURE NO N

D. W. Griffith Studio

WEEK ENDING December 20th 19 19.

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	CHECK NO.	AMOUNT	TOTAL AMOUNT	PROD.
A. H. T. Banzhaf	Attorney	500.00				2069	500.00		
F. R. Wilson	Publicity	288.45				2070	288.45		
A. Pesce	Music Dir.	85.00				2071	85.00		
James Smith	C. Room	100.00				2072	100.00		
Rose Smith	C. Room	65.00				2073	65.00		
Robert Harron	Actor	700.00				2074	700.00		
Agnes Wiener	Secretary	40.00				2075	40.00		
H. L. Hayashi	Auto Driver	30.00				2076	30.00		
H. L. Hayashi	Board-Room	25.00				2077	25.00		
								$1833.45	

FORM 19244 1M 11-19 L.P.

#8.

PICTURE NO C 10 — **D. W. Griffith Studio** — WEEK ENDING December 20 19 19

	NAME	OCCUPATION	RATE	TOTAL TIME: DAYS REGULAR	TOTAL TIME: HOURS OVERTIME	ACCT. NO.	CHECK NO.	AMOUNT	TOTAL AMOUNT	PROD.
	Lillian Gish	Co-Drict.	500.00				2078	500.00		
	John Powers	Asst. "	85.00				2079	85.00		
	Chas. Mack	" "	35.00				2080	35.00		
√	Harda Daube	Actress	200.00				2081	200.00		
	Dorothy Gish	"	750.00				2082	750.00		
√	Marie Burke	"	150.00				2083	150.00		
	Ralph Graves	Actor	200.00				2084	200.00		
√	Downing Clarke	"	200.00				2085	200.00		
√	J. Rennie	"	500.00				2086	500.00		
	R. E. Long	Publicity	75.00				2087	75.00		
	Wells S. Hastings	Scenario	100.00				2088	100.00		
	Geo. Hill	Cam.Man	250.00				2089	250.00		
	Maurice E. Kains	Asst. "	30.00				2090	30.00		
									$3075.00	

100
650
1500
1000
400
1400

FORM 15244 1M 11-19 LP

#9

PICTURE NO OVERHEAD

D. W. Griffith Studio

WEEK ENDING December 20" 1919.

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	CHECK NO.	AMOUNT	TOTAL AMOUNT	PROD.
A. L. Grey	Manager	300.00				2091	300.00		
Harry Carr	Prod. "	200.00				2092	200.00		
S. E. V. Taylor	Scenario	300.00				2093	300.00		
M. M. Stearns	"	125.00				2094	125.00		
H. M. G. Stearns	"	30.00				2095	30.00		
Isabelle E.Hill	"	30.00				2096	30.00		
Alice D.G.Miller	"	30.00				2097	30.00		
Lillian Gish	Actress	1350.00				2098	1350.00	1250	
J. H. Blake	Bookkpr.	60.00				2099	60.00		
C. G. Bush	Cashier	50.00				2100	50.00		
Garnette Rardin	Clerk	20.00				2101	20.00		
Grace Geritzen	Stenograph.	20.00				2102	20.00		
Wm. Fox	Still Cam.	70.00				2103	70.00		
Joseph Lowe	Office Boy	10.00				2104	10.00		
Mary Browne	Wardrobe	21.00				2105	21.00		
Eloisa Rodriguez	"	30.00				2106	30.00		
Chas. Muth	Motor's	50.00				2107	50.00		
								$2,696.00	

N.Y. Dec 1[illegible]19.

D. W. Griffith Studio,
Mamaroneck, N.Y.

Ex. Orig

Attention Mr. C. J. Epping

Dear Sir,

The Laboratory pay roll for week ending Dec. 20, 19[illegible] is as follows:

EXAMINED JAN 1920

A.	Scholtz	350.00	2109
B.	Medove	150.00	2110
K.	Rosenthal	50.00	2111
H.	Danshee	38.00	2112
T.	Palamone	32.85	2113
M.	Garrow	32.85	2114
		654.00	

C 10 1/5 130.80
N 4/5 523.20
654.00

PAY ROLL # 19 RECAP. December 27th, 1919.

* * * * * * *

	N	
No.		
1	3934.25	
2	1133.45	
7	1352.45	
8	925.63	
9	700.00	
Ex #10	180.60	
		8226.38
	C 10	
Ex #10	464.40	
3	2025.00	
5	900.88	
		3390.28
	O.H.	
4	2718.50	
		2718.50
	S. C.	
6	645.00	
		645.00
		$14,980.16

*

3,934.25
153.45
2025.00
2718.50
900.88
645.00
1,352.45
925.63
700.00
645.00

14,980.16*

FORM 19244 IM 11-19 LW

#19 #1

PICTURE NO N

D. W. Griffith Studio

WEEK ENDING December 27th 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	CHECK NO.	AMOUNT	TOTAL AMOUNT	PROD.
Kate Bruce	Actress	50.00				2115	50.00	—	
R. Bartlemess	Actor	300.00				2116	300.00	—	
C. Hale	"	450.00				2117	450.00	—	
A. Randolph	"	400.00				2118	400.00	—	
W. James	"	100:00				2119	100:00	—	
A. Lestina	"	31.25				2120	31.25	—	
Porter Strong	"	50.00				2121	50.00	—	
G. McQuarrie	"	300.00				2122	300.00	—	
W. Kolomuku	"	75.00				2123	75.00	—	
E. James	"	50.00				2124	50.00	—	
Carol Dempster	Actress	150.00				2125	150.00	—	
Clarine Seymour	"	150.00				2126	150.00		
Elmer Clifton	Asst.Dir.	450.00				2127	450.00	—	
L. R. Smith	" "	105.00				2128	105.00		
G. W. Bitzer	Cameraman	250.00				2129	250.00	—	
G. W. Bitzer	"	100.00				2130	100.00	—	
H. Sartov	"	200.00				2131	200.00		
L. C. Bitzer	"	75.00				2132	75.00	—	
H. Sutch	Wardrobe	75.00				2133	75.00	—	
Myrtle Sutch	"	23.00				2134	23.00	—	
Jack Lloyd	Publicity	125.00				2135	125.00	—	
J. A. Manning	Bus.Agt.	50.00				2136	50.00	—	
Millie Richtor	Cutter	65.00				2137	65.00		
W. F. Freeman	Actor	50.00				2138	50.00	—	
E. H. Loeffler	"	60.00				2139	60.00	—	
P. H. Allen	"	125.00				2140	125.00	—	
T. Griffith	"	75.00				2141	75.00	—	

WATERHOUSE & CO EXAMINED JAN 1920 53 EXHIBITS

Recap attached

Prod.....a/c No....Vo. No. 618

Account: .....

Checked:..... Paid by Check 582

O. K.....

$3,934.25

FORM 15244 1M 11-19 LP

#2

PICTURE NO N

D. W. Griffith Studio

WEEK ENDING December 27, 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	CHECK NO.	AMOUNT	TOTAL AMOUNT	PROD.
A. H. T. Banzhaf	Attorney	500.00				2142	500.00		
F. R. Wilson	Publicity	288.45	Lost & Stopped 12/29			2143	288.45		
A. Pesce	Mus. Dir.	85.00				2144	85.00		
James Smith	Cut.Room	100.00				2145	100.00		
Rose Smith	" "	65.00				2146	65.00		
Agnes Wiener	Secretary	40.00				2148	40.00	—	
H. L. Hayashi	Auto Driv.	30.00				2149	30.00	—	
H. L. Hayashi	Board-Room	25.00				2150	25.00	—	
								$1133.45	

PRICE, WATERHOUSE & CO
EXAMINED
JAN 1920
ACCOUNTANTS

FORM 15244 1M 11-19-P

#3

PICTURE NO C 10

D. W. Griffith Studio

WEEK ENDING December 27, 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	CHECK NO.	AMOUNT	TOTAL AMOUNT	PROD.
Lillian Gish	Co-Dric.	500.00				2151	500.00		
John Powers	Asst.Dir.	85.00				2152	85.00		
Chas. Mack	" "	35.00				2153	35.00		
Dorothy Gish	Actress	750.00				2154	750.00	650 100	
Ralph Graves	Actor	200.00				2155	200.00	-	
R. E. Long	Publicity	75.00				2156	75.00		
Wells S. Hastings	Scenario	100.00				2157	100.00		
Geo. Hill	Camr.Man	250.00				2158	250.00		
Maurice E. Kains	Asst. "	30.00				2159	30.00		
							$2025.00	750 1275	

PRICE WATERHOUSE & CO EXAMINED JAN 1920 ACCOUNTANTS

#4

FORM 18244 1M 11-19 LP

PICTURE NO Overhead

D. W. Griffith Studio

WEEK ENDING December 27, 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	CHECK NO.	AMOUNT	TOTAL AMOUNT	PROD.
A. L. Grey	Manager	300.00				2160	300.00		
Harry Carr	Prod. "	200.00				2161	200.00		
S. E. V. Taylor	Scenario	300.00				2162	300.00		
M. M. Stearns	"	125.00				2163	125.00		
H. M. G. Stearns	"	30.00				2164	30.00		
Isabelle E. Hill	"	30.00				2165	30.00		
Alice D. G. Miller	"	30.00				2166	30.00		
Lillian Gish	Actress	1350.00				2167	1350.00	1350	
J. H. Blake	Bookkpr.	60.00				2168	60.00		
C. G. Bush	Cashier	50.00				2169	50.00		
Garnette Rardin	Clerk	20.00				2170	20.00		
Grace Geritzen	Stenogr.	20.00				2171	20.00		
Wm. Fox	Still Cam.	70.00				2172	70.00		
Florence Kelley	Tel. Opr.	22.50				2173	22.50		
Joseph Lowe	Office Boy	10.00				2174	10.00		
Mary Browne	Wardrobe	21.00				2175	21.00	—	
Eloisa Rodriguez	"	30.00				2176	30.00		
Chas. Muth	Motor's	50.00				2177	50.00		
							$2,718.50		

PRICE, WATERHOUSE & CO EXAMINED JAN 1920

adv 1350.
ftr 182.50
adv 50.00
1582.50

1582.50
1136.00

#5

FORM 15244 1M 11-19 LP

PICTURE NO C-10 **D. W. Griffith Studio** WEEK ENDING Dec 26 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	CHECK NO.	AMOUNT	TOTAL AMOUNT	PROD.
J. Corrigan	Foreman	10.00	6	24		2178		90.00	
E. T. Mazzy	Artist	85.00 wk	6			2179		85.00	
B. Turner	Elect	75.00 wk	6			2180		75.00	
B. Stetson	"	6.00	6	36		2181		63.00	
S. Koster	Props	10.00	7	16		2182		90.00	
A. Winselman	"	6.00	7	29		2183		63.75	
J. Kelly	Grip	"	4	27		2184		44.25	
R. N. Greene	"	"	6	13		2185		45.75	
J. Naughton	Painter	7.00	6	13		2186		53.38	
E. Hicinbothem	Carpenter	"	6	22		2187		61.25	
E. Droham	"	"	4			2188		28.00	
W. J. Bantel	"	"	6	12		2189		52.50	
P. Jacobson	"	"	6	22		2190		61.25	
J. Quinn	Truck	5.00	5	14		2191		33.75	
R. J. Murray	Helper	4.00	3	9		2192		16.50	
F. Decca	Truck	5.00	6	12		2193		37.50	
								900 88	

WATERHOUSE & CO EXAMINED JAN 1920 No. 53

#6

FORM 15244 1M 11-19 LP

PICTURE NO Construction **D. W. Griffith Studio** WEEK ENDING Dec 26 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	CHECK NO.	AMOUNT	TOTAL AMOUNT	PROD.
F. Krewex	Mason	8.00	4			2194		32.00	
G. Anderson	"	"	4			2195		32.00	
R. Di Torio	Mixer	5.00	6	12		2196		37.50	
N. Siano	"	"	6	12		2197		37.50	
N. J. Fox	Foreman	8.00	7	4		2198		60.00	—
Ira Browne	"	"	7	29		2199		85.00	—
T. S. Thompson	Elect	"	7	28		2200		84.00	
Hugh Powers	"	7.00	6	22		2201		61.25	
J. Teevans	"	"	6			2202		61.25	
N. J. Greeley	Carpenter	8.00	6	12		2203		60.00	
A. Carlson	"	7.00	4			2204		28.00	
M. B. Clark	"	"	1	8		2205		14.00	—
A. Cunningham	"	"				2206		52.50	
								$645-00	

PRICE, WATERHOUSE & CO. EST. 2 ED JAN 1920 53 CHICAGO

#7

FORM 18244 1M 11-19 LP

PICTURE NO -N- **D. W. Griffith Studio** WEEK ENDING Dec 26 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	CHECK NO.	AMOUNT	TOTAL AMOUNT	PROD.
F. Wortman	Supt	125.00 Wk	6			2207		125.00	
W. Webber	Truck	5.00	6	16		2208		40.00	
F. Cunningham	"	"	6	28		2209		47.50	
Wm Cowen	Supt Grounds	27.50 Wk	6			2210		27.50	
Geo Holland	Watchman	21.00 Wk	6			2211		21.00	
A. Baldwin	Caretaker	3.75	6			2212		22.50	
J. A. Miller	"	"	7	8		2213		30.00	
J. Welton	Helper	"	7	8		2214		30.00	
J. W. Potts	"	"	4	10		2215		19.70	
Mrs S. Hagerty	Cleaner	3.50	4			2216		14.00	
Wm H. Donehue	Carpenter	7.00	6	12		2217		52.50	
C. V. Driscoll	"	"	6	12		2218		52.50	
J. Gailhard	"	"	6	12		2219		52.50	
M. Gibbons	"	"	6	12		2220		52.50	
J. C. Holden	"	"	4			2221		28.00	
A. O. Morgan	"	"	4	4		2222		31.50	
J. Olsen	"	"	6	12		2223		52.50	
Wm Hutchins	"	"	6	12		2224		52.50	
V. Passabet	"	"	4			2225		28.00	
D. Potts	"	"	5	4		2226		38.50	
Wm Roney	"	"	5	16		2227		49.00	
Dan Hennessey	"	7.50 "	6	12		2228		56.25	
A. Roselle	"	7.00 "	6	12		2229		52.50	
Jos Courcier	"	"	6	12		2230		52.50	
E. Tolive	"	"	5	12		2231		45.00	
L. Tolive	"	"	6	12		2232		52.50	
T. Varvero	"	"	4			2233		28.00	
Geo. Carey	Engineer	"	5			2234		35.00	
J. Flynn	Asst "	5.00	4	4		2235		22.50	
M. Brower	" "	"	5			2236		25.00	
D. Miller	Team	9.00	5	6		2237		52.75	
A. Munter	Watchman	4.00	6	6		2238		27.00	
L. Diamond	Fire Labor	5.50	6	4		2239		35.75	
								1352 45	

WATERHOUSE & CO EXAMINED JAN 1920 No. 53

#8

FORM 18244 1M 11-19 LP

PICTURE NO —N— **D. W. Griffith Studio** WEEK ENDING Dec 26 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	CHECK NO.	AMOUNT	TOTAL AMOUNT	PROD.
A. Anziano	Laborer	4.50	6	4		2240		29.25	
E. Byrnes	"	"	5			2241		22.50	
C. N. Bosworth	"	"	6	4		2242		29.25	
H. J. Carroll	"	"	4	4		2243		20.25	
W. Castagna	"	"	6	4		2244		29.25	
Henry Davis	"	"	6	4		2245		29.25	
P. Diamond	"	"	6	4		2246		29.25	
J. Fastiggi	"	"	5	6		2247		25.88	
S. J. Hagerty	"	"	5			2248		22.50	
J. Moen	"	"	5			2249		22.50	
F. Murray	"	"	5	8		2250		27.00	
P. Serecchio	"	"	6	4		2251		29.25	
Tony Testa	"	"	6	4		2252		29.25	
A. Tomassetti	"	"	6	4		2253		29.25	
K. Westfal	"	"	5			2254		22.50	
A. Tendura	"	"	6	4		2255		29.25	
J. Yannerelli	"	"	6	4		2256		29.25	
A. Sheehan	"	"	4	4		2257		20.25	
Dan Smith	"	"	7	8		2258		36.00	
C. Rogers	"	"	6	4		2259		29.25	
E. Webster	"	"	3			2260		13.50	
H. J. Miller	Elect	7.50	6	22		2261		65.62	
E. W. La Rosa	"	7.00	6	22		2262		61.25	—
S. J. Frank	"	"	6	22		2263		61.25	—
Chas Yuengling	"	"	6	22		2264		61.25	
O. Mueller	"	"	6	39		2265		76.13	
Thos. Dargan	"	"	3	2		2266		22.75	
H. McCann	"	"	3	2		2267		22.75	
								975 63	

WATERHOUSE & CO. EXAMINED JAN 1920

N. 1 46

FORM 15244 1M 11-19 LP

#9

PICTURE NO Robert Harron Production **D. W. Griffith Studio** WEEK ENDING December 27, 19 19

NAME	OCCUPATION	RATE	TOTAL TIME: DAYS REGULAR	TOTAL TIME: HOURS OVERTIME	ACCT. NO.	CHECK NO.	AMOUNT	TOTAL AMOUNT	PROD.
Robert Harron	Actor	700.00				2147	700.00		
								Cou.	

WATERHOUSE & CO
EXAMINED
JAN 1920
No. 53
ACCOUNTANTS

FORM 100 SM 10-14-18 M&L

Laboratory Payroll

PICTURE NO._____ **D. W. Griffith Studio** WEEK ENDING Dec. 27, 1919

NAME	OCCUPATION	RATE	TOTAL TIME DAYS REGULAR	TOTAL TIME HOURS OVERTIME	ACCT. NO.	AMOUNT	TOTAL AMOUNT	CHECK NO
A. Scholtz			full week				350.00	2268
M. Medove			"	"			150.00	2269
K. Rosenthal			"	"			50.00	2270
H. Danshee			"	"			35.00	2271
M. Yarrow			"	"			30.00	2272
T. Palamone			"	"			30	2273
							645.00	

PRICE WATERHOUSE & CO. EXAMINED JAN 1920 No. ACCOUNTANTS

Labor

O.K. A. Scholtz

O.P. #10

O.P. #10

O.P. 46440

Prod. N. 18060 Vo. No.....

Account: 645.00

Checked:..... Paid by Check.....

O. K.....

1920

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

195 BROADWAY, N. Y.

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

Carr

RECEIVED AT

1920 JAN 2 AM 3 10

Q43 CH 36 NL

LOSANGELES CALIF 1

ALBERT H T BANZHOF , 7638

2 RECTOR ST NEWYORK NY

I WISH YOU WOULD PLEASE GET IN TOUCH WITH HARRY CARR AND SAY I AM ANXIOUSLY AWAITING ANSWER TO MY WIRE OF DECEMBER 26THIF HE HAS NOT RECEIVED SAME PLEASE ADVISE ME REGARDS

RICHARD JONES.

FAMOUS PLAYERS - LASKY CORPORATION
Paramount Pictures - Artcraft Pictures
485 FIFTH AVENUE
NEW YORK CITY
MURRAY HILL 8500
CABLE ADDRESS FAMFILM

January 2, 1920

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York, N. Y.

Dear Sir:

I have the communication from your office of December 16th stating that you have not received a cheque or a statement from Mr. Bowles in regard to the sale of "Hearts Of The World" in Belgium for Fr. 25,000.

I was under the impression that Mr. Bowles had severed his connection with Mr. Griffith and therefore assumed that he made a full accounting to you, which, of course, would include an accounting for his sale of "Hearts Of The World" for Belgium. This impression was supported by Mr. Bowles' letter to our Mr. Graham in London, in which he says that he is sending to you a final statement of his stewardship of "Hearts Of The World" with a draft for the amount due in settlement of the only sale which he has made. If he has not done so, I believe that you should take immediate steps to obtain from Mr. Bowles an accounting.

I shall be very glad to hear from you further with regard to this matter.

Very truly yours,

FAMOUS PLAYERS-LASKY CORPORATION

J. D. Clark

Comptroller

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

January 2nd 1920.

D.W.G. CORPORATION

to

ALBERT H.T. BANZHAF, Dr.

- -

To Professional services for month
of December 1919 - - - - - - - - - - - $150.00

DEC 30 19

Received Payment,
DEC 22 1919
Albert H.T. Banzhaf

January 3, 1920

Mr. J. C. Epping
720 Longacre Bldg.
New York City, N. Y.

Dear Mr. Epping:-

I am passing through our records today a journal entry reversing our journal entries 363, 366 and 371 which have charged your office with the cost of release prints on the N-1 picture. We have done this as per yours of December 31, and the journal entry will be a part of our report for the week ending today.

I should think, however, as a matter of information you would want a record of the cost of these prints even though they are not a part of the cost of the production of the picture. However, we have restored them to our laboratory expense account. We are attaching hereto a copy of the journal entries.

Yours very truly,

ECB:F

Form 1206

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	X

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVER'S NO.
CHECK
CASH OR CHARGE
TIME FILED

Send the following message subject to the terms on back hereof, which are hereby agreed to

D. A. L

February 4 1920

DENNIS O'BRIEN CARE FAIRBANKS STUDIO

LOS ANGELES CALIFORNIA

MR G. BURKAN McADOO AND MYSELF BELIEVE THAT THE LADY IN QUESTION SHOULD NOT COME IN ON STOCK PARTICIPATION AND ONLY ON EIGHTY TWENTY PARTICIPATION WITH SAME CONTRACT AS OTHER ARTISTS EXCEPTING OF COURSE STOCK INTEREST IF YOU MAKE AN EXCEPTION IN THIS CASE WE WOULD BE COMPELLED TO GIVE SAME TERMS TO OTHERS WHOM WE MIGHT WISH TO INVITE IN IN THE FUTURE

KINDEST REGARDS TO ALL

BERT

Albter H T Banzhaf 2 Rector Street,

WESTERN UNION CABLEGRAM

Form 2606

Hearts $ Finance

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Received at

567 NY JF 14

PARIS JAN 5-20

CROSMITH 2076

NEWYORK (GUY CROSWELL SMITH LTD, RM 807 LONGACRE BLDG)

HEARTS MONEY AND FINAL STATEMENT SENT GREY REGISTERED DECEMBER THIRTY FIRST

BOWLES

735 PM

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

O'BRIEN, MALEVINSKY & DRISCOLL
LAW OFFICES
FITZGERALD BLDG. TIMES SQUARE
NEW YORK CITY

IN-RE

January 5th, 1920.

Mr. Albert H. T. Banzhaf
2 Rector Street
New York City

My dearBert:

Enclosed is copy of letter received today from Mr. Guedalla.

Very truly yours,

DFO'B:MM

(Encl.)

GUEDALLA, JACOBSON & SPYER
Solicitors.

Winchester House
Old Broad Street
London, E.C. 2

Dennis O'Brien, Esq.
1482 Broadway
New York, U.S.A.

Dear Sir:

United Artists.

Herewith we beg to acknowledge receipt of your cable as per copy enclosed. On receipt, we wrote to Mr. Greenhill as per copy enclosed.

We understand that you deposited the pictures in question with Mr. Greenhill, although you have nominated our Mr. Guedalla as custodian. If there is any difficulty in transferring the custody of the pictures and there is any conflict of interest, we probably will nominate some other well known solicitor to protect your client's interests. However, we do not think Mr. Greenhill will really make any trouble with regard to delivering up the pictures if the demand is made, and we sincerely trust for the mutual benefit of Mr. Greenhill and your clients that some arrangements satisfactory to both sides will be agreed upon. We could not, however, very well act of there was to be any conflict of interests. As we understand it, we were to be employed for the proposed company, and in that sense we would be acting for your clients to the extent to which they were interested in the proposed company, but if their interests had conflicted with those of the proposed company we would at once have suggested to you some other well known firm to act ably and energetically to look after them. You will of course understand the professional etiquette and our ethical position in the matter.

Further to our last letter to you on the subject of company flotations, they have been simply disastrous. The public is absolutely scared from subscribing at the present moment. Banks are calling in their loans right and left, so that even with regard to private issues there is a great difficulty in arranging them. Very important concerns for which we act have been raising cash from one another , and that is because these happen to be wealthy, and have the necessary funds. There has been almost a complete cessation of issues. Those that have taken place have been disastrous for underwriters.

It is hoped that there will be a turn for the better when the New Year comes.

It has always been Mr. Greenhill's intention to make a public company; in fact, it is not very easy in this country to arrange a company with a capital of £1,000,000 or £1,250,000 unless it is a public company, whose shares are to be dealt with on the Stock Exchange.

We therefore do trust, if Mr. Greenhill can meet your clients in some way or other, that he will be given time to deal with the proposed issue. It certainly is a very interesting one, and as we understand it, is to be the beginning of a long career of transactions in American films of the highest quality. It is therefore a good thing that the proposed public company should start under the best auspices and at a favourable time. It has been our experience that many a good company has been held up judicially and for the benefit of all concerned for a few months. On the other hand, we quite appreciate that Miss Pickford, Mr. Fairbanks and Mr. Griffith wish to start earning their revenue from the films which are over here already.

With the Compliments of the Season to you,

We are, dear Sir,

Yours faithfully,

Guedalla, Jacobson & Spyer

"Intolerance" for Holland sold to Robertson-Cole Company on August 27th, 1918, for a period of 6 years, for $6,000.

(Contract turned over by consent to London General Film News and Book Agency, 151 Post Bus, Rotterdam.)

ROYAL FILM
23 Rue de la Michodiere

GEORGE BOWLES (C O P Y)
Film Americain
Importation Europeenne

PARIS, Le 6 Jan. 1920.

Agent Exclusif Pour L'Europe Des Films
"Griffith"
"Intolerance"
"Coeurs Du Monde"
"La Naissance D'Une Nation"

Telephone: Gutengerg 00-26

Guy Croswell Smith Ltd.
Longacre Building,
NEW YORK CITY.

(INTOLERANCE--GERMANY)

Gentlemen:-

Among the numerous people who have been dickering for "INTOLERANCE" for Germany has been The Lux Agency, No. 4 Huygensstraat, Den Haag (The Hague) Holland.

During my absence in England a representative of this firm called on Mr. deDaue and asked for a price for the Central Countries. Our price was 500,000 francs minimum, but Mr. de Daue asked him 650,000 francs. He said he would think it over. The other day he came back and pretended to be very angry saying that Intolerance had already been sold for Germany and that we were trying to sell it over again. He made the following statement:-

Last July Intolerance was shown for four weeks at the Circus Busch, Berlin, to crowded houses. It is now being shown at Cologne, Germany. It was sold to Germahy by George Brown of Amsterdam, Holland, and one print was sent into Germany from Holland. There is only one print working in Germany.

Immediately on receipt of this information we telegraphed to a man in Luxemburg who isfamiliar with conditions in Germany and asked him to find out about Cologne. So far he has not replied. France is the hardest country in the world from which to get in touch with Germany. Holland and Germany have, apparently, always been working together. I understand that the United States is now also doing big business with Germany. Perhaps you can find out something about this from American sources. You will remember that on June 17th, last I cabled you that the Lichtbhuene Company of Berlin claimed to have bought the German rights to Intolerance in London, and I wrote you that Mr. Mathieu, a German film man had made the statement, but said that he had heard nothing about Intolerance being advertised to be shown at the Circus Busch, Berlin. I have never known who bought Intolerance for Holland, but George Brown of Amsterdam, is the man who is said to have sold it to Germany.

I shall do all I can to get further information about this and to stop the showings, but, as your office made the sale to Holland

you have more facts to work with than I have. You can also say whether "Intolerance" copyright has any validity in Germany now, especially as the United States is still at war with Germany. Let me know what you do about this and I will keep you posted also.

Yours truly,

(Signed) Bowles.

Studios etc
Plays Carr
Corres

January 8th 1920.

Mr. Harry Carr,
c/o Griffith Studios,
Mamaroneck, N.Y.

Dear Mr. Carr:

I enclose herewith for your use applications and instructions in re copyright of motion pictures for your information. When a photoplay is ready for release if you will fill out the applications and maile them to me in duplicate, together with a short synopsis of the scenario I will see that they are properly filed at Washington and arrange for a deposit of two prints of each such picture as required by the act.

Trusting that things are running smoothly for you and that the family is rapidly becoming acclamated to the Eastern temperatures, I remain

Very truly yours,

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

The State of Delaware

OFFICE OF SECRETARY OF STATE, DOVER, DELAWARE

D. W. G. CORPORATION

TERMS CASH

Debtor to EVERETT C. JOHNSON, Secretary of State.

Jan 6	1926	*To receiving, filing and indexing Annual Report under Corporation Tax Law*	$2 00

Kindly receipt and return

Annual Report received with fee for same,

Everett C. Johnson

Secretary of State.

NEW YORK

GUEDALLA WINCHESTER HOUSE LONDON

HAVE FORMALLY NOTIFIED GREENHILL TODAY OF TERMINATION OF CONTRACT DUE TO HIS FAILURE TO COMPLY WITH TERMS OF SAME AND REQUESTED HIM TO DELIVER FAIRBANKS AND PICKFORD PRINTS TO YOU AS CUSTODIAN AS PER AGREEMENT STOP KINDLY CABLE AS SOON AS PRINTS ARE RECEIVED BY YOU STOP PLEASE RETURN TO OBRIEN THE CONTRACTS LEFT WITH YOU IN ESCROW STOP O'BRIEN AND I LEAVING FOR CALIFORNIA TODAY TO CONSIDER ARRANGEMENT FOR FOREIGN MARKET WITH PRINCIPALS

HIRAM ABRAMS

DATED 8th.

EXEMPLAR BOND

U.A.

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

O'BRIEN, MALEVINSKY & DRISCOLL
LAW OFFICES
FITZGERALD BLDG. TIMES SQUARE
NEW YORK CITY

IN-RE

January 9th, 1920.

Mr. Albert Banzhaf,
#2 Rector Street,
New York City.

My dear Mr. Banzhaf:

Since our conference on Monday evening I have had two conferences with Mr. U. Hashimoto, who is the representative of Asano & Company in New York City. I am enclosing to you a copy of the letter which I received from him today.

Sincerely,

DFO'B-B-enc

January 9, 1920

Mr. D. F. O'Brien
1482 Broadway, New York

Dear Sir:

1. Referring to my conversation with you this morning, I beg to state below my understanding of the conditions which you explained to me.

1. The United Artists Corporation controls the releasing of the productions of Fairbanks, Chaplin, Pickford and Griffiths in the United States and Canada only.

2. Any rights or privileges to lease the pictures of these four artists in any foreign country, as Japan for instance, must be secured direct from each artist, but owing to their close connections and cooperation, no one of these artists will lease their pictures unless the other three artists consent to the lease of that picture.

3. Representatives in New York of all four artists would consider a proposition whereby each artist would lease his products for one year only (which is four pictures to be produced per year) for exclusive lease and sublease in Japan, for the consideration of $10,000 per picture, and the contract governing this lease to Japan is to be guaranteed by a $10,000 deposit on each artist's contract and to apply as the payment on the last picture of each artist. In addition, this deposit will serve as a bond that the Japanese corporation will not permit the duping of copies of pictures, or the exhibition of the pictures outside of Japan.

4. The United Artists Corporation at the beginning of this year formulated a plan for a contract which will secure for them the privilege of releasing the products of the

four artists not only for the United States and Canada but for the whole world. However, if before this contract is consumated and signed, the four artists on their own account enter into any other contract for the leasing of their products to any foreign country (Japan for instance) the artists' contract will hold, regardless of any contract which they may subsequently enter into.

According to your statement, the above embodies the utmost privileges that will be given us, however, to make the contract acceptable to my principals, it would have to undergo certain changes which I explained to you, and you stated that if I would present these changes to you in writing you would willing submit the same to the artists for their consideration. My suggestions you will find below.

My principals have already formulated a contract which they would like to enter into, a copy of which is now in your hand, but the conditions differ materially from the above. In the first place, Paragraph 3 states the productions would be leased for one year only. My principals, if they lease the pictures, would spend considerable money advertising them and developing the proposition, and after such an expenditure, it would be folly to have the right to the pictures for one year only. They would want it for another two years at least (ie. 12 productions from each artist) with the privilege of renewing it at the end of that time at their own option, on the same terms. I believe that it will be very clear to you that we could hardly consider sinking so much money into the abstract part, and then at the end of a year when we just commenced to realize profit on this part of the investment, to have someone come along and make a more desirable offer than ours, which you would accept, and they would receive all benefits of the money we had spent in development and advertising. Therefore it is essential that the renewal option be granted.

Also paragraph 5 provides for a deposit of $10,000 covering each artist's contract which will also serve as a guarantee against dufing, and the showing of pictures outside of Japan. A firm of our standing is not in the habit of covering their word by a bond. When we enter into a contract we feel every obligation to keep within its bounds to the spirit of the letter, and we expect the contracting party to be assured of our integrity, honesty, standing, past business practices, character and present financial standing. To the end of convincing you as to the above we can furnish undisputable references in the United States which we feel certain will satisfy you, thereby making the $10,000 deposit most superfluous.

As the United Artists Corporation is well known in Japan it would

Museum of Modern Art Film Study Center

be a great advantage to us to be able to have the full and exclusive use of their name, and to receive from them synopsis of photo plays, still photos, cuts, bill board posters and all other advertising material, and current news of the stars and their productions. In view of the close affiliation between the United Artists Corporation and the four artists themselves, we believe that you will have no difficulty in securing all of the above for us.

I hereby request you to kindly take up our proposition embodying the above ideas with your principals and their associates. In consideration of the close and extremely friendly relations between Mr. Fairbanks and Mr. Tanaka I fully believe that the above proposition will be received with satisfaction by the artists. If you also feel that they will find it desirable and will consider negotiations for an immediate closing of the contract, I shall despatch Mr. Kurihara to Japan on the 11th inst. per the S.S. EMPRESS OF RUSSIA which will arrive on the 29th inst. After that it would take only a few days to receive an "urgent" cable from our principals as to whether or not they will accept. At the same time Mr. Tanaka will accompany you to San Francisco to be of any assistance to you in carrying out the proposition.

Very truly yours,

_____

Abstract of Statement Week Ending Jan. 3. 1920.

W/E	Name	Gross	Net Rental	Debit	Credit	
73	The Great Love	312,433.29	200,902.31		235.25	200,902.31
53	Greatest Thing in Life	253,694.85	163,603.18	18,341.38		181,944.56
49	Romance of Happy Valley	222,652.70	144,128.68	35,407.83		179,536.51
41	The Girl Who Stayed at Home	199,401.81	129,399.33	49,498.25		178,897.58
31	True Heart Susie	186,500.76	120,810.96	27,893.71		148,704.67
5	Scarlet Days	60,220.57	39,143.37	77,808.00		116,951.37
	Total All Griffith as per statement	1,234.903.98	797,987.83	208,949.17	235.25	

Amount received from Famous up to and including Jan 3.1920. **1,006,937.00**

Copy of this to J. G. - Trust for Mrs G.

DOROTHY GISH
PRODUCTIONS

LONGACRE BUILDING, 1480 BROADWAY, N.Y.
BRYANT 6761-6762-9486-
Cable Address-Griffith, New York

Albert L. Grey *General Manager*

NEW ART FILM
Paramount Artcraft Pictures

F. Wynne-Jones *Business Manager*

"BATTLING JANE"
"THE HOPE CHEST"
"BOOTS"
"PEPPY POLLY"
"I'LL GET HIM YET"
"NUGGET NELL"
"OUT OF LUCK"

"TURNING THE TABLES"
"MARY ELLEN COMES TO TOWN"
"REMODELING A HUSBAND"

Mr Albert H.T.Banzhaf
2 Rector Street
New York City.

Aug.
10th.
1920.

Dear Mr. Banzhaf,

Enclosed please find Famous Players-Lasky Company statement week ending Jan.3rd.1920. also abstract of same showing the gross amount received..

Trusting that this is the information you require.

Yours sincerely

F. Wynne-Jones.

FWJ/W

FORM 90-3M-10-19 CLIMAX

COPY FOR _____

NO. 169

WEEKLY SUMMARY - FILM RENTALS

FAMOUS PLAYERS - LASKY CORPORATION

Paramount-Artcraft Pictures

BASIS USA 65% CANADA & FOREIGN 60% & 62½%

TO D. W. GRIFFITH (PRODUCER)

WEEK ENDING Jan. 3, 1920.

TOTALS	ADVANCE NET	FILM RENTALS-CURRENT WEEK GROSS	FILM RENTALS-CURRENT WEEK NET	FILM RENTAL-TO DATE GROSS	FILM RENTAL-TO DATE NET	PRODUCER'S BALANCE DEBIT	PRODUCER'S BALANCE CREDIT
	7351	THE GREAT LOVE- 73rd WEEK					
USA		205.00	133.25	254,440.14	165,386.16		
Canada 11/15		107.50	64.50				
" 11/22		62.50	37.50	14,032.12	8,419.27		
Foreign		-	-	43,961.03	27,096.88		
COMBINED		375.00	235.25	312,433.29	200,902.31		235.25
	7352	GREATEST THING IN LIFE- 53rd WEEK					
USA		700.00	455.00	226,459.12	147,198.38		
Canada 11/15		40.00	24.00				
" 11/22		50.00	30.00	12,282.94	7,369.76		
Foreign		-	-	14,952.79	9,035.04		
Debit Bro.Ford	18,173.39						
4 Prints	675.77						
50 Ft.Replacement	1.22						
COMBINED	18,850.38	790.00	509.00	253,694.85	163,603.18	18,341.38	
	7353	ROMANCE OF HAPPY VALLEY- 49th WEEK					
USA		967.50	628.88	210,740.93	136,981.61		
Canada 11/15		50.00	30.00				
" 11/22		115.00	69.00	9,306.17	5,583.71		
Foreign		-	-	2,605.60	1,563.36		
Debit Bro. Ford	35,560.08						
#	575.63						
COMBINED	36,135.71	1,132.50	727.88	222,652.70	144,128.68	35,407.83	
	7354	THE GIRL WHO STAYED AT HOME- 41st WK.					
USA		1,190.00	773.50	195,165.54	126,857.57		
Canada 11/15		85.00	51.00				
" 11/22		130.00	78.00	4,236.27	2,541.76		
COMBINED	50,400.75	1,405.00	902.50	199,401.81	129,399.33	49,498.25	
	7355	TRUE HEART SUSIE- 31st WEEK					
USA		1,387.50	901.87	178,210.38	115,836.73		
Canada 11/15		205.00	123.00				
" 11/22		485.00	291.00	8,290.38	4,974.23		
COMBINED	2 9,209.58	2,077.50	1,315.87	186,500.76	120,810.96	27,893.71	
	030	SCARLET DAYS- 5th WEEK					
USA		9,227.52	5,997.89	60,220.57	39,143.37		
Canada 11/15-11/22		-	-	-	-		
Foreign		-	-	-	-		
Debit Bro.Ford	83,635.89						
1 Print	170.00						
COMBINED	83,805.89	9,227.52	5,997.89	60,220.57	39,143.37	77,808.00	
		ALL GRIFFITH PRODUCTIONS					
USA		13,677.52	8,890.39	1,125,236.68	731,403.82		
Canada 11/15		487.50	292.50				
" 11/22		842.50	505.50	48,147.88	28,888.73		
Foreign		-	-	61,519.42	37,695.28		
COMBINED	218,402.31	15,007.52	9,688.39	1,234,903.98	797,987.83	208,949.17	235.25

1,006,437.00

FORM 60-2M-10-19 CLIM

COPY FOR

WEEKLY SUMMARY - FILM RENTALS

NO. 169 a

FAMOUS PLAYERS - LASKY CORPORATION

BASIS USA 65% CANADA & FOREIGN 60% & 62½%

Paramount-Artcraft Pictures

TO D. W. GRIFFITH (PRODUCER)

WEEK ENDING Jan. 3, 1920.

TOTALS	ADVANCE NET	FILM RENTALS-CURRENT WEEK GROSS	FILM RENTALS-CURRENT WEEK NET	FILM RENTAL-TO DATE GROSS	FILM RENTAL-TO DATE NET	PRODUCER'S BALANCE DEBIT	PRODUCER'S BALANCE CREDIT
# 1 Print	143.81						
3 Prints	431.44						
10 Ft. Replacement	.38						
	575.63						

New York.

a. W.

Audited By- S.S.

Approved By- [illegible]

Our check herewith $236.25 in settlement of ~~the above~~ credit balances.

FAMOUS PLAYERS-LASKY CORPORATION

CB-1/29/20

Guedalla, Jacobson & Spyer

Winchester House
Old Broad Street

London, E.C. 2.

10th January, 1920.

Dennis O'Brien, Esq.
1482 Broadway
New York
U. S. A.

Dear Sir:

UNITED ARTISTS

We herewith beg to enclose you copy cablegram we have received from Mr. Hiram Abrams on the 10th inst.

Immediately on receipt Mr. Guedalla telephoned to Mr. Greenhill, who practically admitted he had had a cable to the same effect. Mr. Guedalla asked for immediate delivery of the films in question and Mr. Greenhill's formal assent to sending over to you the contracts that have been deposited here "in escrow".

Mr. Greenhill then told us what we had not known before, viz. that Mr. Wood had been on his behalf last month to see Mr. Abrams and presumably yourself. We gathered from Mr. Greenhill that Mr. Wood's mission had been a failure with regard to the purchase whichMr. Greenhill had in mind. Apparently he desires some new contract to be entered into. He said that Mr. Wood was now on the water and due to arrive in London at the end of the week. He asked whether Mr. Guedalla was to press for the immediate delivery-up of the films and whether it was necessary immediately to return to you the contracts.

Mr. Guedalla stated that he did not see why the non-arrival of Mr. Wood should affect the question and he proposed that Mr. Greenhill should at once hand over the films and formally assent to the return of the contracts, and, indeed he suggested that Mr. Greenhill would be well advised in his own interests to interpose no obstacle or objection.

Mr. Greenhill thereupon stated that he would like a few hours to consider the matter.

We do not know whether you have any information on the subject. All we have known is that Mr. Greenhill proposed to form a large company, which was to be a purchasing company and had nominated us to be solicitors thereof.

Mr. Greenhill was to be the vendor to such company and has employed his own independent solicitor in that regard. We stipulated that we were being required to settle Memorandum and Articles of Association in that and constituent companies and, as a good deal of printing work had to be done, and it meant giving up a good deal of time thereto, we should be put in possession of a retaining fund by Mr. Greenhill for the purpose of defraying such disbursements which often run into hundreds of pounds and towards our charges in the matter. Otherwise and throughout we had been acting on behalf of an independent purchaser.

We believe that we have omitted to inform you that we have long since settled Memorandum and Articles of Association of these different companies and indeed made considerable progress with

regard to agreements, etc. The whole matter got stayed when the financial market completely broke.

If Mr. Greenhill is referring to a statement which he has made to intending subscribers or under-writers, that is one important matter, but we rather gathered on the telephone that he must have been associating other persons financially with him with regard to the contracts and deposits he has entered into.

However that may be, Mr. Guedalla pressed that he should have a speedy answer. He intends, however, to take the matter up tomorrow with Mr. Greenhill, but we thought it right to acquaint you with this in the meantime.

We are, Dear Sir,

Yours faithfully,

Guedalla, Jacobson & Spyer

TELEPHONES
MAMARONECK { 1190 1191 1192 1193

D. W. GRIFFITH STUDIO

ORIENTA POINT
MAMARONECK, N. Y.

Jan. 12, 1920.

Mr. E. C. Bidwell,
4500 Sunset Blvd.,
Hollywood, Calif.

Dear Mr. Bidwell:-

Replying to your letter of January 7th:

Manuscripts and scenarios may be addressed to me, at this address, and they will receive every attention.

With my regards, I am,

Very truly yours,

H. C. Carr.

D.W.GRIFFITH STUDIO

HCC:M

Wark Contracts

D.W. Griffith Service offers

The Fall of Babylon — *A Super-Spectacle*

The Mother and The Law — *A Dramatic Thunderbolt*

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT, 6761 - 6762

Albert L. Grey.
GENERAL MANAGER.

Mother & Law
Fall of Baby

Jan. 10th, 1920.

Mr. A. Banzhof,
2 Rector Street,
New York City.

Dear Mr. Banzhof:

Will you please draw up a contract for the sale of states rights of Colorado, Utah, New Mexico and Wyoming. Make same out to F. G. Wallace and Howard Dorr.

Purchase price is $4000; $2000. to be paid cash and two notes. These notes are also to include one print of each; "Fall of Babylon" and "Mother and the Law."

1399.25
1399.25
2798.50
2 ans.
4798.00

In other words, the two notes are each to be $1399.25, one maturing March 1st and the other one April 1st, each bearing 6% interest.

Also include in the contract that they are to supply this office with box office statements and we are to receive 50% of their receipts until these notes have been paid, settlement to be made weekly.

Would be glad if you could have this drawn up and back in this office Monday, if possible.

Thanking you,

Very truly yours,

Albert L. Grey

ALG/SB.

JOSEPH S. FRANK
COUNSELLOR AT LAW
66 BROADWAY
NEW YORK CITY

TELEPHONE 289 RECTOR

January 12, 1920

A. H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

BUELL vs. GRIFFITH

Dear Sir:-

This is to advise that this action, #13222 on the City Court Calendar, has been marked "Ready". It is about 960 numbers away from the cases now appearing on the day calendar. I will, of course, watch the calendar and keep you advised.

Meanwhile, I enclose herewith my bill for a retainer in the matter, to which will you please give your attention?

Yours very truly,

Joseph S. Frank

JSF/MM
Encl.

CHAS. FIELD GRIFFEN

TELEPHONE 6441 MURRAY HILL

GEORGE GASCOIGNE

CORNELIUS J. REID
MANAGER

MEMBER
WESTCHESTER COUNTY REALTY BOARD
Wealthiest Suburban Section in the World

Chas. Field GRIFFEN AND CO.

INSURANCE

CABLE ADDRESS
"SOUNDNESS"

11 EAST 42d STREET, NEW YORK

January 12, 1920.

D. W. Griffith Studio,
1476 Broadway,
New York City. Att. Mr. Epping.

Gentlemen:-

Referring further to our conversation concerning fire appliances at the Studio, we quote below a letter from the Safety Fire Extinguisher Company:

" We confirm the quotation made you and will furnish you with:

65 2½ gallon polished copper Safety Fire Extinguishers, bearing the Underwriters' label, consisting of the Extinguisher, chemical charge, two screws and hook , on which to hang the Extinguisher, Fifteen Dollars, ($15.00) each, less Twenty Percent (20%)

65
15
325
65
975

500 ft. 2½" Unlined Linen Fire Hose, bearing the Underwriters' label, at Sixty-four Cents, (64¢) ft. 320.00

10 Sets 2½" polished brass couplings attached to the above hose, at Three Dollars Fifty Cents, ($3.50) per set. 35.00

2 2½" x 12" solid brass Nozzles, at Three Dollars Twenty-five Cents, ($3.25) each. 6.50

1 Hose Cart, Style "H" #107 to carry 500 ft. 2½" Linen Hose, complete with tool box and friction roller at Fifty Dollars ($50.00). 50.00

1 Type AAA Chemical Fire Engine, Plate 76, Page 14, to carry 50 ft. chemical hose with brass shut-off nozzle, at One Hundred Ninety-five Dollars, ($195.)

F.O.B. our shop.

We have all the above goods in stock and can ship 1 day after receipt of order, which will have our best attention."

CHAS. FIELD GRIFFEN & CO.

January 12, 1920.

We have, at the advice of fire protection experts, decided to put in one chemical fire engine instead of two, as we discussed. It is better to have the equivalent amount of hangin extinguishers in a building of this character. Unless advised to the contrary, we will make arrangments to have this material delivered to the premises.

Yours very truly,

CHAS. FIELD GRIFFEN & CO.

by .....

CJR.RM

Pere Extinguishers

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ALBERT L. GREY
GENERAL MANAGER

TELEPHONES:
BRYANT 6761-6762

ROBERT EDGAR LONG
GENERAL PRESS REPRESENTATIVE

D.W. GRIFFITH'S
SUPREME TRIUMPH
HEARTS
OF THE
WORLD
A ROMANCE OF
THE GREAT
WAR

GENERAL OFFICES
720 LONGACRE BUILDING,
NEW YORK.

January 12th, 1920.

ARV 980-12/4-50.
Paid 12/22

Mr. E. C. Bidwell,
D. W. Griffith Studio,
4500 Sunset Boulevard,
Los Angeles, California.

Dear Mr. Bidwell:

I understand that the studio loaned the San Francisco branch of the United Artists a print of "Broken Blossoms" and charged them $50.00 for the use of same. The United Artists at this end are complaining bitterly about this charge and are asking that they be reimbursed for the amount. Will you please advise this office of the details of the case, and just exactly what expense our studio was put to. That is really all they should be charged for.

With kindest regards,

Yours very truly,
Albert L. Grey
per LW

ALG/W

ADV# 2896 Am. b&p. 1 1/2 Frisco to L.A.
[Lab&p 284]

D.W. Griffith Service *offers*

The Fall of Babylon — *A Super-Spectacle*

The Mother and The Law — *A Dramatic Thunderbolt*

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT. 6761-6762

Albert L. Grey,
GENERAL MANAGER.

Jan. 13, 1920.

Wark
II

Mr. A. Banzhof,
2 Rector Street,
New York, City.

Dear Mr. Banzhof,

Will you please have the data sent you regarding the Ferber's Theatre, Lakewood, N. J., returned to us, as we need same for our records in the office.

Thanking you,

Very truly yours,

D. W. Griffith Service.

Booker.

CC

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

January 14th 1920.

D. W. Griffith Service, Booker,
Mr. C. M. Conway,
1476 Broadway,
New York City.

Dear Mr. Conway:

Enclosed please find the data you sent me regarding the Ferber's Theatre, Lakewood, N.J..

Very truly yours,

MD:MS
Enc.

Office of

GEORGE BOWLES

Paris, France.

(Dated) Paris, Le 14 Jan. 1920.

Guy Croswell Smith Ltd.
Longacre Building,
NEW YORK CITY.

(INTOLERANCE --GERMANY)

Gentlemen:-

Referring to my letter of the 6th, inst., herewith is a cable just received from Luxembourg, addressed to the Royal Film. It is from Mr. Martin of the Cinema Parisien, Duche Luxembourg. It reads as follows:-

"Mes informations disent que Schilling, Cologne, est concessionaire 'Intolerance. De Berlin nai pas reponse."

Which means:-

"My information is that Schilling of Cologne has the concession for 'Intolerance. From Berlin I have no response."

Please give the cable to Baron de Daue.

Yours truly,

(Signed) Bowles

N.V. Nederlandsche Opera

Directeur: G. H. Koopman

Directie en Administratie: Heerengracht 292 - Telefoon 4811 N.

Ateliers en Repetitielokalen: Weesperzijde 144 - Telefoon 6741 Z.

Regiekantoor: Paleis voor Volkswlijt - Telefoon 5641 Z.

New York, Jan. 14th, 1920.
~~Amsterdam~~

Mr. Carr,
c/o Griffith Studio,
Orienta Point,
Mamaroneck, N. Y.

Dear Sir:

Referring to our conversation of last Monday afternoon, I would say that there is no difficulty in having two different persons as in Brunnhilde in De Walkure each time you have a large woman, and in Mephistofeles, in Faust, each time you have a tall thin man.

I am sending to your New York office a tableau de la Troupe to show you my first actors in costumes for different operas.

I am sailing for Paris on the 23rd of this month and hope you will let me hear from you at an early date.

Yours very truly,

G. H. Koopman

ADDRESS:
Room 320,
Hotel Astor,
Times Square,
New York City.

LOUIS P. MILLER

Real Estate.

January 15th 1920.

Mr. George Gascoigne,
11 East 42nd Street,
New York City.

My dear Mr. Gascoigne:

I want once more to place the circumstances of the Flagler deal before you and request you to write me just what, if anything, you intend to do. I am not doing this with the slightest feeling of resentment but you must have some sense of fair play and I do not believe that you haven't

In the first place you failed absolutely to protect me with Jos.P.Day as well as with my own client and after you had accepted my confidence and given me your work; secondly you admitted your moral responsibility to me and since then you have taken my client away from me altogether and transacted further business with them.

If this is your idea of honest straightforward business even though it is just inside the law, then I want to place the situation before the Real Estate Board for an unbiased decision for one of us must be wrong.

Trusting that you will answer this as soon as convenient, I am,

Very truly yours,
(Signed) LOUIS P. MILLER.

CHAS. FIELD GRIFFEN

TELEPHONE 6441 MURRAY HILL

GEORGE GASCOIGNE

CORNELIUS J. REID
MANAGER

MEMBER
WESTCHESTER COUNTY REALTY BOARD
Wealthiest Suburban Section in the World

Chas. Field GRIFFEN AND CO.

INSURANCE

11 EAST 42d STREET, NEW YORK

CABLE ADDRESS
"SOUNDNESS"

Griffith Studios

January 16th, 1920.

Mr. Albert H. T. Banzhaf,
#2 Rector Street,
New York City.

Dear Mr. Banzhaf:-

Confirming conversation of yesterday we have bound $75,000. on rents, distributed, as follows:--

$50,000.	on Studio Building,
15,000.	" building used for office and dressing rooms.
10,000.	" Laboratory Building.

This is made payable to the D. W. G. Corporation, D. W. Griffith Studio, and/or David W. Griffith, as their interests may appear.

We thank you for this opportunity to be of service and wish to remain,

Yours very truly,

CHAS. FIELD GRIFFEN & CO.,

by C J Reid

CJR:JC.

January 17, 1920.

Mr. A. L. Grey,
720 Longacre Building,
New York, N. Y.

Dear Mr. Grey:-

Replying to your letter of the 12th, relative to our charge of $50.00 against United Artists at San Francisco, covering two days' rental of a "Broken Blossoms" print:

At the time they requested that we send this print to them nothing was said about charges for its use, and I naturally assumed it was proper for me to render them a bill and that they expected to pay it. This I accordingly did, and they sent us check to cover, which was received here on December 22nd. The only expense we were put to in the matter was $1.42 to cover express charges for returning the print to us; it was sent by us with charges collect.

If you wish to refund this money to them please advise and I will send them a check, or if you prefer, it can be paid in New York and charged to the Los Angeles account. At the time of billing United Artists, we credited the amount to miscellaneous Laboratory Revenue.

Awaiting your advice, and with kindest regards, I am,

Very truly yours,

D. W. GRIFFITH STUDIO

Manager.

Hearts World
London

KNOW ALL MEN BY THESE PRESENTS: That I, DAVID W. GRIFFITH, of the Village of Mamaroneck, County of Westchester, State of New York, United States of America, Have made, constituted and appointed, and by these presents do make, constitute and appoint, J.C. GRAHAM, of the City of London, England, my true and lawful attorney for the following purposes:

To transact any and all business and affairs of any and every character in executing and delivering on my behalf, a contract to be made by and between ARTHUR EDWIN CUTFORTH, CHARLES WILLIAM SOFER WHITBURN and SIR EDWARD ALFRED GOULDING, all of London, England, being all the persons now forming the War Office Cinematograph Committee, and myself, to carry out the terms and conditions of the annexed agreement under date of the 12th day of November, One thousand nine hundred and nineteen, to purchase all the rights, title and interest now owned by the said War Cinematograph Committee in the production known as "Hearts of the World", and to receive and collect, or to pay, moneys on my behalf arising out of said agreement or any modification thereof which he may so execute on my behalf.

AND I DO HEREBY RATIFY AND CONFIRM all acts done or performed pursuant thereto by my said attorney.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal this 17th day of January, 1920.

Albert R Banzhaf

David W. Griffith

CITY, COUNTY AND STATE OF NEW YORK. } ss.:

On this 17th day of January, 1920, before me came and appeared DAVID W. GRIFFITH, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Gertrude Kenneen

Notary Public, Kings County 189
Kings County Register 1077
Certificate filed New York County 191
New York County Register 1264

Mar. 29 1921

AN AGREEMENT made the twelfth day of November One thousand nine hundred and nineteen BETWEEN ARTHUR EDWIN CUTFORTH of 5, London Wall Buildings, Finsbury Circus in the City of London Esquire CHARLES WILLIAM SOFER WHITBURN of 37, Clements Lane, E.C. a Colonel in His Majesty's Army and SIR EDWARD ALFRED GOULDING of Wargrave Hall Wargrave, Berks, Baronet M.P. being the persons now forming the War Office Cinematograph Committee (hereinafter called the Vendors) of the one part and DAVID WARK GRIFFITH of the Savoy Hotel Strand in the County of London Esquire (hereinafter called "the Purchaser") of the other part.

1. THE vendors agree to sell and the purchaser agrees to purchase for the sum of One thousand two hundred and fifty pounds all their interest in a Cinematograph film produced by the purchaser depicting certain phases of Great Britain in the present War and known as "Hearts of the World" and such copies as may at this date be in the United Kingdom the subject of an Agreement dated the second day of October One thousand nine hundred and seventeen made between William Frederick Jury as agent for and on behalf of himself and the other persons then forming the War Office Cinematograph Committee of the one part and the purchaser of the other part. The purchaser also agrees to purchase the Vendors interest in the plant and apparatus used in connection with the said film as set out in a schedule to be agreed the price of the interest of the Vendors to be settled in case of dispute by arbitration.

The Vendors interest agreed at £ 350 excluding operating box to be sold on joint account. W. E. BURLOCK.

2. The purchaser shall on the signing of these presents pay to the Vendors' Solicitors Messrs. Vizard, Oldham, Crowder & Cash of 51, Lincoln's InnnFields, W.C.2. the sum of One hundred and twenty-five pounds as a deposit and in part payment of the purchase money aforesaid.

3. THE completion of the sale shall take place at the office of the Vendors' Solicitors aforesaid on the 30th day of November One thousand nine hundred and nineteen when the balance of the purchase money shall be paid. The Vendors shall be entitled to retain all benefit accruing to them under the said agreement up to that date and to collect all receipts in respect of the said film accounting to the Purchaser as provided by the said Agreement and for this purpose all apportionments under the said Agreement up to that day shall be paid or allowed as the case may be expepting such as may be the subject of dispute between the parties which shall be settled as therein provided. If for any reason other than the wilful default of the Vendor completion shall not take place on the said 30th day of November 1919 or before the 10th day of December 1919, the Vendors may forthwith cancel this Agreement and the deposit paid by the purchaser shall be forfeited to the Vendors.

4 As from the said 30th day of November One thousand nine hundred and nineteen the obligations of the Vendors or the said William Frederick Jury under the said agreement shall subject as aforesaid be at an end and the purchaser ~~xixiaxxxaxxa~~ shall keep the Vendors and the said William Frederick Jury indemnified against all costs expenses damages proceedings claims and demands arising in respect of the said film whether under the agreement or otherwise.

5 THE Vendors will at the expense of the purchaser on completion execute the necessary Assignment to the purchaser such assignment to be prepared by him and to be left four days at least before the 30th day of November One thousand nine hundred and nineteen at the Vendors' Solicitors' Office aforesaid for execution by the Vendors.

AS WITNESS the hands of the parties hereto the day and year first above written.

Witness to the signature of the said David Wark Griffith

J.C. Graham

Stamp 6d.
13/11/19

DAVID WARK GRIFFITH,
by W.F.Burlook,
Personal Representative.

Kgl. Purchase
of War Office 40% short
NBW
A.O. - 20%
Subs. 80%

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

REVERSE SIDE OF
PREVIOUS DOCUMENT

United States Railroad Administration,
New York Central Railroad
En Route

Griffith Mine

January 17th 1920.

Dear Albert:

The train is rocking so that I can't write with a pen- and can do but little better with a pencil. I wanted to talk with you today-but didn't have time.

Last night, I studied with much interest the prospectus, statements, etc. of D.W.G. for 1918-1919 which a Mr. Wilson gave to G.M.C. and he asked me to examine same and confer with him. I didn't have time to confer with G.M.C. but returned the papers to his office before leaving. What I am about to write is none of my business-but I am interested in you and your client.

It seems to me that upon the profits and earnings that are in store for your client during the coming year- he can readily procure ~~xx~~ banking accommodations that will give him all the capital his business requires, and thus enable him to own "himself" (which is most essential), his business, his future and have no partners. He seeks an immediate and temporary advantage and mortgages himself, his future, etc. to bankers whom he must work and share profits indefinitely. The surplus money of the U.A. Corp. widely distributed among well chosen banks together with your client's balances will give him a large credit in addition to the credit he can procure upon the statement I read. Your client has apparently shared inequitably his earning power heretofore with the contributors of capital- why continue when he has so great prospects ahead of him?

Sincerely,

CAPT. O'BRIEN.

UNITED STATES RAILROAD ADMINISTRATION
NEW YORK CENTRAL RAILROAD
EN ROUTE

— Jan. 17th 1920.

Dear Albert:-

The train is rocking so that I can't write with a pen - and can do but little better with a pencil - I wanted to talk with you to-day - but during business time -

Last night, I studied with much interest the prospectus, statements - etc of "D. W. G." for 1918 - 1919. which Mr. Wilson gave to H. M. C. and he asked me to examine same and

Adam

commodations that will give him all the capital his business requires, and thus enable him to own "himself" (which is most essential), his business, his future — and has no partners. He seeks an immediate and ~~long~~ temporary advantage and mortgages himself, his future etc to bankers — for what he must work and sharp profits on —

confer with him. I did not have time to confer with G. M. C. but returned the papers to his office before leaving. — What I am about to write is none of my business — but I am interested in you and your client —

— It seems to me that upon the profits and earnings that are in store for your client during the coming year — he can readily procure banking ac-

definitely. - The surplus money of the U. Co. Corp, wisely distributed among wild. chosen bulls - together with your client balances - will give him a large credit - in addition to the credit he can procure upon the statement - Dread. Your client has apparently shared unequitably his earning power here - for with the contributors of capital - why continue which helps so great prospects ahead? Sincerely Yours Cal Brin

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

January 18, 1920

Telegram from Los Angeles to

D. W. Griffith

Mamaroneck, N. Y.

Romance losses have so depleted United Treasury that present funds insufficient to balance due Douglas and me. Stop. Corporation and personal endorsement of your note have so far exhausted our personal credit that we have difficulty in financing present production on which we are working hard to complete in order to carry United burden. We are asking no special consideration or guarantees from United and are living up to the spirit and letter of our contract. Consequently it would be unwise for us to authorize an advance to you even if we were disposed so to do under any condition except advance on U-2 provided that it would be regularly sold by United as soon as possible and without other conditions than those specified in your contract and by which you are morally and legally bound.

Mary Pickford.

Telephoned to Miss Wiener
10:30 a. m. Jan. 18th.

Agreement made and dated the 19th day of January 1920, between RAY L. ERB and MARY ELIZABETH ERB, his wife of the Boro of Manhattan of the City of New York, in the County and State of New York, parties of the first part, and D. W. G. CORPORATION a corporation organized and existing under and by virtue of the laws of the State of Delaware, having its principal office for the transaction of business in the State of New York at No. 2 Rector Street, in the Borough of Manhattan of the City of New York, in the County and State of New York, party of the second part.

WITNESSETH:

WHEREAS, the parties of the first part are the owners of certain premises at DeLancey's Neck in the Town of Mamaroneck, County of Westchester and State of New York which on a certain map entitled "Map of Fishing Hommock, Radcliff Property, Mamaroneck, Westchester County, N.Y." made by Purdy G. Sands, Surveyor, Portchester, N. Y., May 15, 1884 and filed in the office of the Register of Westchester County on July 24, 1884 as Map No. 738 are designated as Plots "1", "2", and "4", and

WHEREAS, the party of the second part is the owner of certain nearby or adjoining premises in said Town, County and State formerly known as the "Flagler" and "Crawford" premises, and

WHEREAS, the party of the second part is desirous of acquiring a permanent right of way or easement over the premises above mentioned owned by the parties of the first part,

NOW THEREFORE, in consideration of the sum of One Dollar and other valuable considerations to them in hand paid the parties of the first part do hereby give and grant unto the party of the second part, its successors and assigns forever;

A permanent right of way or easement to maintain a line or lines of poles or conduits and electric or other wires intended to furnish light, power, telephone and/or telegraph service to and from the said "Flagler" and Crawford" premises, over, upon or under the premises hereinabove mentioned owned by the parties of the first part. Said wires are to be strung upon poles or placed in conduits and said poles or conduits shall, at the request of the then owner of the premises above mentioned now owned by the parties of the first part, be removed (once only) by the party of the second part, its successors and assigns to a reasonable location upon the premises of the parties of the first part indicated by the then owner of the premises now owned as above mentioned by the parties of the first part.

The parties of the first part do also hereby give and grant unto the party of the second part, its successors and assigns a permanent easement of ingress and egress for itself, the agents and/or servants of any Company or Corporation supplying the aforesaid service over, upon, across or under the said premises of the parties of the first part for the purpose of constructing, maintaining, repairing and/or changing said pole, conduit or other lines above mentioned.

The above mentioned right of way or easement shall run to the owner or owners of said adjoining or nearby "Flagler" and "Crawford" premises, their heirs, successors and assigns forever and also to the owner or owners of certain other adjoining or nearby premises known as the "Constable" premises, their heirs, successors and assigns forever, reserving to the parties of the first part, their heirs and assigns a right to the use of said pole, conduit or other lines for service as aforesaid to the premises hereinabove mentioned now owned by the parties of the first part.

WITNESS the signature and seals of the parties.

In presence of:

C. J. REID
J. C. Epping

Ray L. Erb (LS)
Mary Elizabeth Erb (LS)
D.W.G. CORPORATION
By: Albert H. T. Banzhaf,
President

State of New York, County of .) ss:.

On this 19th day of January 1920 before me personally came Ray L. Erb and Mary Elizabeth Erb, his wife, to me known and known to me to be the individuals described in and who executed the foregoing instrument and duly acknowledged that they executed the same.

CORNELIUS J. REID,
Notary Public, Queens Co.2696
New York Co.381
Westchester Co.

State of New York, County of New York (ss.:

On this 20th day of January 1920 before me came Albert H.T.Banzhaf to me known, who being by me duly sworn did depose and say that he resides in Brooklyn, New York City that he is the President of D.W.G.Corporation the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

F.J.Farrington
Commissioner of Deeds of the City
of New York
My commission expires March 18, 1921
Certificate filed New York Co. Clerk 39
New York Co. Reg.21020
Bronx Co.Reg.21004
Kings Co.Reg.1010
Richmond Co.Clerk's Office
Queens County Clerk 3285

Recorded in the office of the Register of the County of Westchester, in Liber 2235 of Deeds Page 127 on the 22nd day of Jan.A. D. 1920 at 10 o'clock 28 min. 9 M.
Witness my hand and official seal.
James K. Apgar Register.

MINUTES OF REGULAR MEETING OF BOARD OF DIRECTORS OF UNITED ARTISTS CORPORATION HELD Jan. 20, 1920.

A regular meeting of the Board of Directors of United Artists Corporation was held at 4:30 o'clock p. m., Tuesday, Jan. 20th, 1920, in the office of the President of the Corporation, on the 9th floor of 729 Seventh Avenue, in the City of New York, N. Y.

PRESENT: Mr. Albert H. T. Banzhaf, Nathan Burkan, and Oscar A. Price.

IN ATTENDANCE: Mr. F. H. McAdoo.

Mr. Price called the meeting to order and acted as Chairman thereof. Mr. G. B. Clifton, secretary of the Corporation, acted as secretary of the meeting.

On motion of Mr. Banzhaf, seconded by Mr. Burkan, the minutes of the meeting held Dec. 16th were approved.

The President called attention to the fact that the resolution adopted at the meeting held Nov. 12th, 1919, authorizing the payment to the National Association of Motion Picture Industry of $150.00 as each special picture is released, as a contribution toward that association's Censorship Committee's activities did not state specifically whether this expense of $150.00 for each release should be borne by the Corporation or deducted from the gross. On motion of Mr. Burkan, seconded by Mr. Banzhaf, it was

RESOLVED, that this expense shall be deducted from the gross receipts for the photoplay released.

The President requested the Board to ratify its verbal approval given him Dec. 22, 1919, to distribute $625.00 in gold to the employes of the Home Office and the New York Exchange. On motion of Mr. Burkan, seconded by Mr. Banzhaf, it was

RESOLVED, that the action of the President in distributing $625.00 in Gold to the employes of the Home Office and the New York Exchange as additional salary allowance at Christmas time is approved.

The President read a letter from Mr. Dennis F. O'Brien, setting forth reasons why it is impracticable for United Artists Corporation to

make a contract ~~for~~ United Artists Corporation Limited for the photoplay "POLLYANNA" on the same basis as Mr. Fairbank's pictures are being handled in Canada. On motion of Mr. Burkan, seconded by Mr. Banshaf, itw was

> RESOLVED, that the right to ~~make~~ market and distribute the photoplay "POLLYANNA" in Canada be handled through United Artists Corporation Limited on the same terms and conditions as set forth in the contract dated Feb. 5, 1919, between Miss Pickford and United Artists Corporation. In other words, that no outright sale be made, but that the photoplay "POLLYANNA" be released in Canada in the same manner as it is handled in the United States.

Mr. O'Brien's letter was referred to General Counsel to take up further with Mr. O'Brien.

The President presented a letter dated Jan. 14th from Mr. Dennis F. O'Brien relative to production of the photoplay "ROMANCE" On motion of Mr. Burkan, seconded by Mr. Banshaf, the following resolution was adopted:

> WHEREAS Mr. D. W. Griffith stated that he had negotiated with Miss Doris Keane for the motion picture rights of the dramatic composition known as "ROMANCE", and the services of Miss Keane and also the services of her husband, Mr. Basil Sidney in the production of such motion picture, and that he had come to an understanding with Mr. W. G. McAdoo, Mr. Douglas Fairbanks, Mr. Charles Chaplin and Miss Mary Pickford, by which they were to become associated with him in the joint venture of the production and marketing of said motion picture, and that he was willing to enter into an agreement with the United Artists Corporation to market and turn to account the motion picture that they produce pursuant to the same terms and conditions as said corporation is marketing and turning to account the individual pictures of Mr. Fairbanks, Mr. Chaplin, Mr. Griffith and Miss Mary Pickford, with the exception that in the United States the producers are to receive 75% and the corporation 25% of the gross returns, and in Canada, the producers are to receive 65% and the corporation 35% of the gross returns; providing that the corporation would advance to those engaged in the production of said motion picture the full amount so required, or not to exceed $350,000; that each of the aforesaid persons, to wit: Mr. McAdoo, Mr. Fairbanks, Mr. Chaplin, Mr. Griffith and Miss Pickford should give his or her demand note to said corporation evidencing the promise to pay one-fifth (1/5) of the said amount and that the corporation may use said notes as collateral in the borrowing of any moneys, that the corporation may decide to borrow relative to the amounts of money to be loaned to the individuals above mentioned. The aforesaid moneys to be paid by the Corporation to Mr. Griffith when he may need the same to defray disbursements incidental to the aforesaid joint venture, and to be accounted for weekly or monthly, as the same may suit the

convenience of Mr. Griffith, by itemized statements showing such disbursements. Mr. Griffith further explained the profits from the production of this motion picture are to be divided into six parts, two-sixths to Mr. Griffith, and one-sixth to each of the persons associated with him in the joint venture.

RESOLVED, that the above proposal of Mr. Griffith be accepted, and that the attorneys for the corporation should confer with the representatives of the aforesaid individuals and have executed a contract in keeping with such resolution.

RESOLVED FURTHER, that the President and Treasurer be, and they are hereby authorized to negotiate a loan with the Centraul Union Trust Company of New York, in which the corporation deposits moneys, to borrow as much money as may be required to defray the cost of the production of the said motion picture, remittance not to exceed $350,000.

The President explained to the Board that he had conferred with Mr. Banzhaf, and it developed that at least $100,000 should be made immediately available ($50,000 to be repaid to the United Artists Corporation for its advance to Mr. Griffith in November to make the initial payment to Miss Keane), $25,000 for current expenses as the production of the motion picture had been started, and $25,000 available for payment on short notice to Miss Keane as the second payment; And that further payments would be required at the rate of at least $15,000 a week. It later developed that the weekly payments should be raised to at least $25,000. He stated that he had figured the interest charges on borrowing a lump sum, as against borrowing from time to time, as needed, and after conference with the bank officials, had negotiated on a demand note signed by the President and Treasurer, a loan for $300,000 at 5½ % whereas consecutive loans of small amounts would have been at the rate of 6%. His calculations indicated that taking into consideration as many known factors as were available, and approximating the unknown ones, that the $300,000 at 5½% showed a slightly more favorable interest charge than the other plan.

The President advised the Board that the five promissory notes of $70,000 each, signed by the persons producing the photoplay

will not be negotiated, but he arranged that they be retained as security for the advance, in the safe deposit vault of United Artists Corporation. The notes will be returned to the makers when the receipts from rentals aggregate the amount advanced.

On motion of Mr. Burkan, seconded by Mr. Banzhaf, it was

RESOLVED, that the action of the president in borrowing $300,000 at 5½%, to provide funds toward the production of the photoplay "ROMANCE" is approved.

The meeting then adjourned.

MUSEUM OF MODERN ART FILM LIBRARY D. W. GRIFFITH COLLECTION

Mr Banzhaf

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MINUTES OF REGULAR MEETING OF BOARD OF DIRECTORS OF UNITED ARTISTS CORPORATION LIMITED HELD Jan. 20, 1920.

A regular meeting of the Board of Directors of United Artists Corporation Limited was held at 5:00 o'clock p. m., Tuesday, Jan. 20, 1920, in the office of the President of the corporation, on the 9th floor of 729 Seventh Avenue, in the city of New York, N. Y.

PRESENT: Mr. Albert H. T. Banzhaf, Nathan Burkan and Oscar A. Price.

IN ATTENDANCE: Mr. F. H. McAdoo.

Mr. Price called the meeting to order and acted as chairman.thereof. Mr. George B. Clifton, secretary of the corporation, acted as secretary of the meeting.

On motion of Mr. Banzhaf, seconded by Mr. Burkan, the minutes of the meeting held Dec. 16th were approved.

The meeting then adjourned.

MINUTES OF THE REGULAR MEETING OF
BOARD OF DIRECTORS OF UNITED ARTISTS CORPORATION OF
ILLINOIS
HELD JANUARY 20, 1919. ← must be an error - dr

A regular meeting of the Board of Directors of United Artists Corporation of Illinois was held at 4:45 o'clock p. m., Tuesday, Jan. 20, 1920, in the office of the President of the Corporation, on the 9th floor of 729 Seventh Avenue, in the city of New York, N. Y.

PRESENT: Mr. Albert H. T. Banzhaf, Nathan Burkan, and Oscar A. Price.

IN ATTENDANCE: Mr. F. H. McAdoo.

Mr. Price called the meeting to order and acted as chairman thereof. Mr. G. B. Clifton, secretary of the corporation, acted as secretary of the meeting.

On motion of Mr. Banzhaf, seconded by Mr. Burkan, the minutes of the meeting held Dec. 16th were approved.

The President submitted the proposed lease between E. P. Pratt, Trustee of the Film Exchange Building, Kansas City, Mo., and United Artists Corporation of Illinois, providing for a five-year lease of part of the 7th floor of the Film Exchange Building, from the first day of February, 1920, at a monthly rental of $187.50. On motion of Mr. Banzhaf, seconded by Mr. Burkan, it was

> RESOLVED, that the execution of the lease for office space in the Film Exchange Building, Kansas City, Mo., for the period of five years, from the first day of February, 1920, at a monthly rental of $187.50, be approved.

The meeting then adjourned.

Studio Property

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

January 21st 1920.

Mr. George Gascoigne,
11 East 42nd Street,
New York City.

Dear Mr. Gascoigne:

I return herewith letter from Mr. Louis P. Miller, addressed to you under date of the 15th inst. and in reply thereto, beg to state that I believe Mr. Miller's contention in this matter is based somewhat upon a misunderstanding as to the state of facts pursuant to which the D.W.G. Corporation finally purchased the Flagler property. Had we purchased the same from the Flagler Trustees there can be no question but that Mr. Miller would have been entitled to every consideration both morally and legally in closing such a deal, however, since the Company could not meet the demands of the Flagler Trustees for a cash consideration and because of that fact the property was sold to another, the deal, so far as Mr. Miller is concerned was terminated.

After I learned that Mr. Smathers had purchased this piece I made an offer through you, and you only, to purchase this parcel from Mr. Smathers, which deal we were finally able to consumate, and I therefore cannot see that Mr. Miller is entitled to any consideration in the matter. You will remember that we both insisted upon Mr. Miller's interest being taken care of when Mr. Day's office became injected into the transaction in my frantic efforts to purchase the property from the Flagler Trustees.

Furthermore I believe that Mr. Miller is in error in referring to us as his client since the only transaction I had with him was at the request of a friend to place the attempted purchase of the Flagler piece from the Flagler Trustees in his hands in order that he might receive the commission therefor, and since Mr. Miller was unable to purchase the property from said Trustees on our behalf I consider the deal closed and any other real estate transactions which we may be interested in I feel that we must reserve to ourselves the right to deal with any broker who may be of assistance to us.

Very truly yours,

AHTB*GD

New York Life Insurance Company,

346 & 348 Broadway, New York.

Office of

Second Vice-President.

Dear Mr Griffith

Please sign the
Enclosed card and Return
to me and I will
do the Rest
with all good wishes

Coxe

January
Twenty-first,
Nineteen Twenty

New York Life Insurance Co.
346 Broadway,
New York, N. Y.

Gentlemen:

Some time last April Mr. D. W. Griffith secured a policy through your Mr. Fletcher Oglesby at that time your agent in Los Angeles, California. As Mr. Griffith recalls the policy it calledfor five payments of $11,000.00 each, one of these payments being due about January first, past. Mr. Oglesby has left your company, I believe, and we do not know just where to reach him. Instead of doing this business through the far-away Los Angeles office Mr. Griffith would like it attended through your New York office and would appreciate anything you can do in the way of giving me, his secretary, full information concerning this policy.

Thanking you for the courtesy of a prompt reply,

Respectfully yours,

Secretary to Mr. Griffith

JOSEPH S. FRANK
COUNSELLOR AT LAW
66 BROADWAY
NEW YORK CITY

TELEPHONE 289 RECTOR

January 21, 1920

BUELL vs. GRIFFITH

A. H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Sir:-

According to the Law Journal the Buell v Griffith case is how about 768 numbers away. On January 12th it was 960 numbers away, so you will see the City Court Calendar is moving pretty fast.

Yours very truly,

Joseph S. Frank

JSF/MM

FAMOUS PLAYERS - LASKY CORPORATION
Paramount Pictures - Artcraft Pictures
485 FIFTH AVENUE
NEW YORK CITY
MURRAY HILL 8500
CABLE ADDRESS FAMFILM

Hearst Hadley
7c oneg

June 21, 1920

Mr. Albert H.T.Banzhaf,
2 Rector Street,
New York City.

Dear Sir:-

The attached is copy of the letter which we addressed to you on January 2.

We also wrote you on February 19, inquiring whether you had received an accounting from Mr. Bowles.

Please let us hear from you by return mail.

Very truly yours,

FAMOUS PLAYERS-LASKY CORPORATION

A. J. Michel
Auditor

AJM/EIK

O'CONNOR & BAIN
COUNSELORS AT LAW
55 LIBERTY STREET
NEW YORK
JOHN J. O'CONNOR FRED W. BAIN
TELEPHONE CORTLAND 830
RECTOR 9133

Gas coigne

January 22, 1920.

Charles Field Griffin & Co.,
11 East 42nd Street,
New York.

Dear Sirs:-

We have been consulted by Mr. Louis P. Miller with respect to commissions owing to him on the sale of Flagler's Island, near Mamaroneck, New York.

Please be good enough to take this matter up with us at your early convenience.

Yours very truly,

O'Connor & Bain

FWB/S.

To Mr. Bangkaf

PRODUCTIONS

GUY CROSWELL SMITH, Ltd.

Distributors in All Countries of the World's Best Motion Picture Productions

PARIS OFFICES:
6 RUE DE LA PAIX

807-811 Longacre Building
Telephones 5293-5294

42nd Street and Broadway, New York
Cable Address: Crosmith, New York

Directors:
J. J. McCARTHY
THEODORE MITCHELL
GUY CROSWELL SMITH
GEORGE BOWLES

January 22nd,1920.

Dear Mr. Banzhaf:

I am enclosing copy of a letter received from Mr. Bowles to-day, with reference to "Intolerance" having been presented in Germany. I have made a memorandum of the contract on the slip attached to the letter. In consenting to the transfer of this contract by the Robertson-Cole Company you stipulated they were not thereby absolved from fulfilling all obligations under the contract which they entered into for the Holland rights.

Yours very truly,

Guy Croswell Smith

Mr. Albert H.T. Banzhaf,
2 Rector Street,
New York City.

*Encl.

Form 1228

Charge to the account of _____ $_____

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired: OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

COPY

Toronto, Ont. Jan. 23, 1920.

Wm. A. Brady
The Playhouse, N. Y.

I will accept seven thousand dollars cash for motion picture rights to my play Way Down East for all the non-English speaking countries of the world.

Lottie Blair Parker

ENGINEERS DESIGNERS MANUFACTURERS

MAXWELL ENGINEERING & MANUFACTURING CO.
TRANSMISSION LINE EQUIPMENT
61 BROADWAY
NEW YORK

CABLE ADDRESS "MEMCO"
TELEPHONE BOWLING GREEN 7386

M.P. MAXWELL, PRES. & GEN'L MGR.
R.A. SANDT, CHIEF ENGINEER

ELECTRICAL SPECIALTIES
JOHNSON TRANSMISSION LINE TAP CLAMPS
INSULATOR CHANGER
INSULATOR FAULT FINDER

TRANSMISSION LINE EQUIPMENT
SEAMLESS COPPER SPLICING SLEEVES
PROTECTIVE SLEEVES
VERTICAL AIR BREAK SWITCHES
DISCONNECTING SWITCHES
SUSPENSION SWITCHES
CHOKE COILS
HORN TYPE FUSE SETS
LIGHTNING ARRESTERS
BUS SUPPORTS (REVERSIBLE)
OVERHEAD CROSSING SETS
CARBON GROUNDING CONES

TRANSMISSION LINE HARDWARE
STRAIN CLAMPS
SUSPENSION CLAMPS
3-BOLT CLAMPS
ARCING HORNS
LEE CLAMPS
INSULATOR CLAMPS

SUBSTATIONS (OUTDOOR TYPE)
STEEL TOWERS

SUBSTATIONS (INDOOR TYPE)

PERSONAL.

24th January, 1920

Mr. Albert Grey,
Room 720, Longacre Building,
NEW YORK CITY.

2300-VOLT SUBSTATION
D. W. GRIFFITH STUDIOS.

Dear Sir:

As a result of a superficial examination made under date of 23rd inst. on the power and light plant, and plant equipment attached to the D. W. Griffith studios, located at Mamaroneck, N.Y., we beg to submit the following as a preliminary report of our findings and recommendations:

The transmission line, the apparatus, the construction work in its present status, and that planned for subsequent installation, does not represent the best modern practice in the art. Several basis features are fundamentally wrong and require immediate correction to ensure continuity of power and light service for the successful operation of these studios.

For a substation of such capacity and flexibility as this enterprise demands, a careful survey and analysis of all elements entering into the layout should have been made to guarantee efficiency and economy in both construction and operation. With this as a basis, preliminary plans and specifications should have been prepared to cover each piece of apparatus involved, so that the purchased equipment would exactly meet specific requirements, for field changes and alterations to prime movers are abnormally expensive. It would appear that even now accurate plans and specifications should be made available for definite location and installation of the protective apparatus, transformers, generating equipment, switch-boards, and all accessories involved.

We would suggest the retention of an engineer or company (specialists in this particular field) having an organization capable of handling all the engineering design and layout work on the protective apparatus, transformers, motor generator sets control equipment, switch-boards, and miscellaneous accessories. This organization should also direct the purchase of all additional equipment required and billed to the account of the above company, with the added authority to supervise the electrical plant construction such work to be handled by the present incumbent. The remuneration for such service should be based on a fixed percentage of the cost of the material purchased and installed, with a bonus on such equipment and miscellaneous material as could be salvaged.

ENGINEERS DESIGNERS MANUFACTURERS

MAXWELL ENGINEERING & MANUFACTURING CO.
TRANSMISSION LINE EQUIPMENT
61 BROADWAY
NEW YORK

CABLE ADDRESS "MEMCO"
TELEPHONE BOWLING GREEN 7386

M.P. MAXWELL, PRES. & GEN'L MGR.
R.A. SANDT, CHIEF ENGINEER

Mr. Albert Grey (2) 24th January, 1920

ELECTRICAL SPECIALTIES

JOHNSON TRANSMISSION LINE TAP CLAMPS

INSULATOR CHANGER

INSULATOR FAULT FINDER

TRANSMISSION LINE EQUIPMENT

SEAMLESS COPPER SPLICING SLEEVES

PROTECTIVE SLEEVES

VERTICAL AIR BREAK SWITCHES

DISCONNECTING SWITCHES

SUSPENSION SWITCHES

CHOKE COILS

HORN TYPE FUSE SETS

LIGHTNING ARRESTERS

BUS SUPPORTS (REVERSIBLE)

OVERHEAD CROSSING SETS

CARBON GROUNDING CONES

TRANSMISSION LINE HARDWARE

STRAIN CLAMPS

SUSPENSION CLAMPS

3-BOLT CLAMPS

ARCING HORNS

LEE CLAMPS

INSULATOR CLAMPS

SUBSTATIONS (OUTDOOR TYPE)

STEEL TOWERS

SUBSTATIONS (INDOOR TYPE)

The erection of an isolated power plant to satisfactorily meet your conditions would cost approximately $125,000; to accomplish the best results with equipment already installed and that on hand, we believe the foregoing recommendations will merit your serious consideration.

Trusting we can further serve you in the capacity outlined, we are,

Very truly yours,

MAXWELL ENGINEERING & MFG. CO.

BY: R.A. Sandt

RAS:AFG. Chief Engineer.

GUY CROSWELL SMITH
President and General Manager

J. J. McCARTHY
Vice President

THEODORE MITCHELL
Secretary and Treasurer

GUY CROSWELL SMITH, Ltd.

Distributors in All Foreign Countries of the World's Greatest Motion Picture Productions

807 Longacre Building
Telephone 5293 Bryant

42nd Street and Broadway, New York
Cable Address: Crosmith, New York

January 24th, 1920.

Dear Mr. Banzhaf:

We are enclosing three (3) copies of the contract and accompanying papers for "Intolerance" for Holland.

Yours very truly,

Guy Croswell Smith

Mr. Albert H.T. Banzhaf,
2 Rector Street,
New York City.

*Encls.

No. 910 NEW YORK January 26th 19 20.

THE HARRIMAN NATIONAL BANK
OF THE CITY OF NEW YORK
FIFTH AVENUE AND FORTY FOURTH STREET

PAY TO THE ORDER OF WM. A. BRADY

ONE HUNDRED SEVENTY FIVE THOUSAND ---------- 00/100 DOLLARS

$175,000 00/100

A. L. Gray

D. W. Griffith Productions

INTER-OFFICE MESSAGE

To Mr. Banzhaf,

Date Jan. 27 1920.

From A. L. Grey

Time

Reply to

Please read and return the enclosed letter from The Maxwell Engineering and Manufacturing Company.

Please make all replies on back of this memorandum.

COPY

- - - - - - - - - - - - - - - - - -

WARK PRODUCING CORPORATION

to

GEORGE BOWIES

- - - - - - - - - - - - - - - - - -

POWER OF ATTORNEY

- - - - - - - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS that the undersigned WARK PRODUCING CORPORATION, duly organized and existing under and by virtue of the Laws of the State of New York, U.S.A., has made, constituted and appointed, and by these presents does make, constitute and appoint GEORGE BOWLES, formerly of the City of New York, now of the City of Paris, France, its true and lawful attorney for the following purposes.

FIRST: To transact any and all business and affairs of any and every character in the Republic of France and in all other countries on the Continent of Europe and in the United Kingdom of Great Britain and Ireland in conjunction with the exhibition and distribution of motion picture photoplays entitled "INTOLERANCE" and the photoplays taken therefrom entitled "THE FALL OF BABYLON" and "MOTHER AND THE LAW", and to make and deliver contracts of any character in respect thereto in its behalf and to alter any and all contracts, if any were heretofore made, and to ask, demand, sue for, recover and receive all manner of goods, chattels, positive motion picture prints, rents, interests, sums of money and demands whatsoever due or hereafter to become due and owing or belonging to the undersigned on account or arising out of any contracts which he might make in respect to said motion picture rights, or on account of any contracts which heretofore have been made by the undersigned with any licensees or purchasers of territorial rights covering all or any part of the aforesaid territorial rights arising out of the business purposes of the exhibition of said motion picture photoplays whether the same has heretofore been sold or leased to others or not, and to deposit said moneys in one or more accounts of

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

deposits with banks or banking institutions and to withdraw the same and to make and deliver contracts for the leasing of territorial rights or the cancellation of any contracts for the sale or leasing of said territorial rights of said motion picture photoplay known as "INTOLERANCE" which may have heretofore been made by the undersigned and those known as the "FALL OF BABYLON" and "MOTHER AND THE LAW", covering the aforesaid territories and the undersigned hereby ratifies and confirms all acts done or performed pursuant hereto by its said attorney in connection with any of the foregoing matters.

IN WITNESS WHEREOF the WARK PRODUCING CORPORATION has caused this instrument to be executed by its President and has caused its corporate seal to be hereunto affixed by order of its board of directors, this 28th day of January, One thousand nine hundred and twenty.

WARK PRODUCING CORPORATION

By Albert H. Banzhaf

President.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CITY, COUNTY AND)
: ss.:
STATE OF NEW YORK.)

On the 28th day of January, in the year 1920, before me personally came ALBERT H.T. BANZHAF, to me known, who, being by me duly sworn, did depose and say that he resides in the Borough of Brooklyn, City of New York; that he is the President of the WARK PRODUCING CORPORATION, the Corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Gertrude Denneen.

Notary Public, Kings County 189
Kings County Register 1077
Certificate filed New York County 191
New York County Register 1268
Commission Expires March 25th 1921.

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT SV 2 Rector St. N.Y.

79NY H 17 COLLECT

HB WASHINGTON DC 215P JAN 30 1920

ALBERT H T BANZHAF

TWO RECTOR ST NEWYORK NY

TWO ENTRIES FOUND FOR PLAY WAYDOWN EAST BUT NO ASSIGNMENTS

RECORDED LETTER FOLLOWS WITH DETAILS

REGISTER OF COPYRIGHTS

257P

Form 1206

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	X
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVER'S NO.
CHECK
CASH OR CHARGE
TIME FILED

Send the following message subject to the terms on back hereof, which are hereby agreed to

January 29th 1920. Way D East

Paul L Solberg
Register of Copyrights
Washington D. C.

Kindly wire me collect chain of title to dramatic production Way Down East ~~xxxxx~~ taken from original story Annie Laurie by Lottie B. Parker produced in 1897 subsequently produced 1898 under title Way Down East revised by Joseph R Grismer

Albert H T Banzhaf

chg Albert H T Banzhf 2 Rector Street

Way down East

$ 175,000. January 30th 1920.

ON DEMAND after date I promise to pay to

the order of UNITED ARTISTS CORPORATION.

ONE HUNDRED SEVENTY-FIVE THOUSAND ($175,000.) Dollars

at The Central Union Trust Company, 42nd Street Branch,

Value received with interest at Six (6%) percent.

No. 27386 Due — D. W. Griffith

Pay to the order of
Central Union Trust Co of N.Y.
United Artists Corporation
Ilsen A Pincus
President
H. Blackman
Treasurer

4/2/20 Int paid to Mar 31st 1779.17
7/1/20 -do- to June 30th 2654.17

11/18/20	Pd as Prin	3.848.48		2/2 - Pd 9c	7000.
11/23/20	"	" 6.121.50		2/9 - Pd 9c	7000.
11/30/20	"	" 5.000.		2/15 Pd 9c	8000
12/1/20	"	" 5.284.50		2/16 Pd -	1735.32
12/7/20	"	" 5.000.-			
12/8/20	"	" 9.419.41			
12/14/20	"	" 5.000.			
12/15/20	"	" 1909.19			
12/21/20	"	" 8000.			
12/27/20	"	" 6900.12			
12/28/20	"	" 8000.			
12/29/20	"	" 5281.04			

1/4/21	Pd 9c Pr.	8000.	
1/5/21	" "	7000.	
1/11/21	" "	8000	
1/12/21	" "	7000	
1/17/21	Sett Pd to 9/30/20	2683.33	
1/18/21	Pd on 9c	8000	
1/19/21	" "	7000	
1/25/21	" "	8000	
1/26/21	" "	7000	
1/26/21	Sett Pd to 12/31/20	2443.93	
2/1/21	Pd on 9c	8000.	
2/5/21	Pd on 9c	8000	

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

97.4

KNOW ALL MEN BY THESE PRESENTS: That I, DAVID W. GRIFFITH, of the City, County and State of New York, in consideration of the sum of One ($1.00) Dollar, receipt of which is hereby acknowledged and other good and valuable consideration, have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over to the UNITED ARTISTS CORPORATION, a Corporation organized and existing under and by virtue of the Laws of the State of Delaware, its successors and assigns, all my right, title and interest in and to the motion picture rights of the dramatic production known as "WAY DOWN EAST", and any and all sums of money now due or to become due from the United Artists Corporation arising out of my Eighty (80%) percent share of the gross receipts received or to be received from the distribution of the photoplay production of said dramatic production known as "Way Down East"; and I do hereby give said United Artists Corporation full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound and give acquittance for the same or any part thereof and in my name or otherwise to prosecute and withdraw any suits or proceedings at Law or in equity therefor, this assignment, however, is made to secure the said United Artists Corporation, its successors, and assigns against any ~~xxxx~~ loss and damage which it may incur or sustain by reason of its loan on a certain promissory note made by the undersigned, dated the 30th day of January, 1920, for the sum of One hundred seventy-five thousand ($175,000.) Dollars, payable six months from date thereof, to the order of the United Artists Corporation, duly

signed and delivered by me on this date and upon the condition that the payment of said note by me, the said David W. Griffith, on the due date thereof will render this assignment void, but otherwise this assignment to be in full force and effect.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 30th day of January, in the year one thousand nine hundred and twenty.

David W Griffith (L.S.)

SIGNED AND SEALED IN THE PRESENCE OF:

Albert W Banzhaf

COPY

The Mutual Bank.

New York, Jan. 30, 1920.

Mr. William A. Brady,

137 West 48th St.,

New York City.

My dear Mr. Brady:--

Enclosed you will please find a copy of the telegram that we sent to Miss Lottie Blair Parker to-day as requested by you.

We have charged your personal account seven thousand dollars ($7,000.) and have requested the National Park Bank of this city to wire the Union Bank of Canada, London, Ontario, branch, to pay in Canadian money the equivalent of seven thousand dollars ($7,000.) American money to Miss Lottie Blair Parker, c/o Naughty Wife Co., Grand Opera House, London, Ontario.

When we are advised the cost of the telegram, we shall charge same to your account.

Will you please write us a letter confirming our action, and oblige,

Yours very truly,

(Signed) Charles A. Sackett,

President.

1920

76

assigned under
7-1 N.Y.

Wentz Photoplays Company
orig. I.B. Fell

THIS AGREEMENT, made the day of January, 1920, by and between WARK PRODUCING CORPORATION, hereinafter referred to as the "Lessor", party of the first part, and F.C. WALLACH and HOWARD DORR, Copartners, of herein referred to as the Lessees, parties of the second part.

W I T N E S S E T H :

WHEREAS, the Lessor has produced certain motion pictures entitled "The Fall of Babylon" and "Mother and the Law" from the copyrighted motion picture photoplay "INTOLERANCE", and

WHEREAS, the Lessees desire to acquire exclusive rights of distribution and exploitation of said motion picture productions, "The Fall of Babylon" and the "Mother and the Law" in the territory hereinafter described and for the time and upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises, and of the mutual covenants and agreements herein contained, the parties hereto do covenant and agree as follows:

FIRST: The Lessor hereby grants to the Lessees the sole and exclusive right, subject to the performance of the terms and conditions required to be performed by said Lessees, to distribute or exploit the aforesaid motion picture productions entitled "The Fall of Babylon" and the "Mother and the Law" (but only in a dignified manner commensurate with the artistic qualities of the production, as prepared by the Lessor, and with appropriate musical

3974
M.

accompaniment) in the States of Colorado, Utah, New Mexico, and Wyoming, and not elsewhere, for a period of five years from the date hereof.

SECOND: The Lessees shall pay to the Lessor in the manner hereinafter set forth for the territorial rights hereby granted the sum of Four thousand seven hundred ninety-eight Dollars and Fifty Cents ($4,798.50) as follows:

Two thousand cash upon the execution of this agreement, receipt of which said sum is hereby acknowledged.

One thousand three hundred ninety-nine Dollars and Twenty-five cents ($1,399.25) by the Lessees executing and delivering a promissory note to the Lessor for said sum of $1,399.25, payable to the Lessor on March 1st 1920, with interest at Six percent (6%) per annum; and

One thousand three hundred ninety-nine Dollars and Twenty-five cents ($1,399.25) by the Lessees executing and delivering their promissory note to the lessor for said sum of $1,399.25, payable to the Lessor on April 1st 1920, with interest at Six percent (6%) per annum. The delivery of said notes by the Lessees to the Lessor shall be treated as a means of payment of said sums and evidence of such indebtedness and shall not be treated as a payment of such indebtedness until such time as said notes are fully paid with interest.

The Lessees further agree that as long as said notes remain unpaid they will pay to the Lessor on account of said notes and in part liquidation thereof Fifty percent (50%) of the total gross receipts which they may receive from the exploitation or exhibition of said pictures and that they will mail weekly to the Lessor copies of all

contracts made with exhibitors for the exhibition of said pictures, said contracts to contain the name of the theatre or motion picture house, the name of the owner or operator thereof, where located, the name and length of time of the exhibition of said picture and the amount received for said exhibition, said weekly statements shall be accompanied by check, draft or money order for Fifty percent (50%) of the gross amount so shown to be due or payable by the terms of said contracts and in the event that said pictures or either of them are exhibited in a theatre on a profit-sharing basis then the Lessees are to mail to the Lessor copies of all box office statements showing the gross and net receipts of every performance, said statements to be signed by the manager of the theatre and the representative of the Lessee and to be accompanied by check, money order or draft for Fifty percent (50%) of the net gross of the amount so due the Lessees.

THIRD: The Lessees agree to keep full and correct accounts of all gross receipts received in connection with the exhibition and exploitation of said photoplays, and the Lessor shall have the right at all reasonable times to examine the books of the Lessees by any accredited representative for the purpose of determining the correctness of the gross receipts so received with the statements so rendered as aforesaid.

FOURTH: The Lessor further agrees to deliver to the Lessees, within thirty (30) days, one print of each of said photoplays without further cost to the Lessees, said prints, however, to remain the property of the Lessor and to be returned to the Lessor as hereinafter more fully

provided for. And the Lessor further agrees as long as the negative of each or either of said photoplays are in existence to furnish to the Lessee prints or parts of prints (in lengths, however, of not less than one hundred (100) feet in the continuity of the story as delivered) of said production during the life of this contract at the rate of Eight (8½) ~~per~~ cents per lineal foot, but such prints or parts thereof shall be used only in the continuity as furnished by the Lessor. Every print delivered by the Lessor to the Lessees hereunder is to be returned to the Lessor at its option, four years from the date hereof; and if lost or destroyed the Lessees shall supply affidavits covering the cause of its loss or destruction.

The Lessees assume existing booking contracts in the territory above described, and agrees to pay all preliminary expenses in connection with said booking contracts, except such contracts had in Cook Co aforesaid

FIFTH: The Lessees covenant and agree that neither the Lessees nor the agents, servants or employees of said Lessees, will, with their knowledge, copy or duplicate said film or any portion thereof, or permit the same to be copied or duplicated, and that neither the Lessees, nor the agents, servants or employees of said Lessees will with their knowledge exhibit or cause to be exhibited any of said films in any territory other than that covered by this agreement, and that the Lessees will use every effort to enjoin and restrain the use of any copy of said productions not authorized by the Lessees to be exhibited within the territory aforesaid.

SIXTH: The Lessees further agree, in the event

of the loss or destruction of any film, to notify the Lessor by telegram or telephone forthwith.

SEVENTH: The Lessor will supply the Lessee with lithographs of the said productions at cost, and at which the same are supplied to the Lessor, and the Lessees agree not to use or knowingly permit to be used within the territory hereinbefore described any lithographs not supplied by the Lessor nor any advertising matter not approved by it.

EIGHTH: The Lessees shall use only such advertising matter as shall be furnished or approved by the Lessor and the lessees shall purchase from the Lessor such heralds and advertising matter at cost. All lithographs, heralds and other advertising matter and accessories sold by the Lessor to the Lessees shall be re-sold by the latter at an advance not exceeding ten (10%) percent on the price at which the same are sold to the Lessees.

NINTH: It is understood and agreed that the positive prints which shall be delivered to the Lessees hereunder shall be used by said Lessees only in accordance with the express provisions hereof and shall not be shipped or used outside of the territory hereinbefore specified, and the title thereof shall be and at all times remain in the Lessor.

TENTH: The Lessees shall not act or hold themselves out as the agents of the Lessor and nothing herein contained shall be construed to consitute a partnership between the Lessor or Lessees hereto.

ELEVENTH: This agreement is personal and shall not be assigned by the Lessees without the prior written consent of the Lessor.

TWELFTH: In the event of the failure of the Lessees to pay the Lessor any money agreed to be paid to the Lessor by any provision in this agreement, the Lessor shall have the option of terminating the rights herein granted to the Lessee by giving ten (10) days' notice by registered mail to said Lessees and thereupon upon the expiration of the time specified in said notice, unless such moneys in the meanwhile are paid, such rights shall immediately cease and determine, it being distinctly agreed that the waiver of any default in payment in any instance shall not operate as a waiver in any other instance.

THIRTEENTH: In the event of the breach by the Lessees of any of the other conditions in this agreement contained or in the event of the filing of a petition in bankruptcy by or against the Lessees, the Lessor may call the attention of the Lessees to such breach by registered mail and if such breach does not cease by or is not remedied within ten (10) days after the mailing of such notice the Lessor shall have the option of terminating the rights herein granted to the Lessees by giving five (5) days' notice by registered mail to the Lessees and thereupon upon the expiration of the time specified in such notice such rights shall immediately cease and terminate; it being distinctly agreed that the waiver of any breach in any instance shall not operate as a waiver in any other instance.

FOURTEENTH: In the event of the termination of the rights of the Lessees as set forth in the two preceding paragraphs hereof, such rights shall immediately revert to the Lessor, and the Lessees shall forthwith return to the Lessor all positive prints and all unused advertising matter relating thereto which shall have been delivered to the Lessees hereunder; it being understood and agreed that the termination of the rights herein granted in the manner hereinabove provided shall not constitute a waiver of any right, claim or remedy of the Lessor by reason of such breach.

FIFTEENTH: The Lessor shall not directly or indirectly distribute or exhibit said picture in said territory during the term of this agreement. except on behalf of an affiliated Co

SIXTEENTH: All notice hereunder may be addressed by either of the parties hereto to the other as follows:

To the WARK PRODUCING CORPORATION at Room 720, Longacre Building, City of New York.

To F.G. WALLACE and HOWARD DOIE

SEVENTEENTH: The Lessor hereby consents that said Lessees may assign this agreement to a Corporation owned and controlled by the Lessees provided said corporation takes said assignment subject to all the terms and conditions of this contract, and further provided that nothing herein contained shall release the said Lessees from any and all personal liability hereunder.

EIGHTEENTH: This contract being signed and entered into in the State of New York, it is hereby agreed that the law to be applied to any matters arising

hereunder shall be that of the State of New York.

NINETEENTH: It is further understood and agreed by the parties hereto that this instrument embodies the whole agreement of the parties and no representations, warranties, covenants or promises made by any representative or agent of the Wark Company or any other Company shall be binding or considered a part of any agreement between the Lessor and the Lessees unless herein expressly contained and no variation or modification of this agreement shall be made except in writing signed on the part of the Lessor by its President, who it is mutually agreed is the only person authorized to sign the same on behalf of the Lessor.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

WARK PRODUCING CORPORATION

By.....

.....

.....

Form 1228

Charge to the account of _____ $_____

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired: OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

COPY.

London, Ont. Jab. 31, 1920.

Wm. A. Brady

Playhouse, N. Y.

Seven thousand dollars received through Home Bank of Canada.

Am returning Harriman Bank check with receipt for money.

Lottie Blair Parker

D. W. Griffith Studio

Statements.

January 31st, 1920.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

January 31 1920

TRIAL BALANCE.

Folio		Assets Debit Bal.	Liabilities Credit Bal.
1	Cash	89,333.56	
3	Studio Construction	207,854.38	
6	Production Cost	360,948.97	
13	" Income		47,547.54
19	Petty Cash	1,600.09	
21	Payroll	1,000.00	
23	Contingent Funds		74,736.78
27	Accounts Receivable Misc.	24,518.69	
35	" " Employees	1,504.32	
39	Scenarios	30,000.00	
40	Special Overhead	3,866.57	
43	Autos and Trucks	12,833.05	
75	Accounts Payable		70,678.13
77	D. W. Griffith ½		86,436.76
80	Notes Payable		175,000.00
81	Interest		98.50
83	Hearts of the World Royalties		77,867.32
90	D. W. Griffith Corporation (Rental Accts.		6,500.00
110	Percentage a/c J.C.Epping		10,974.85
302	Profit & Loss		134,909.03
303	Studio Equipment L. A.	24,691.81	
304	Los Angeles Office		53,102.44
377	H. Sartov		300.00
		$738,151.35	$738,151.35

PRODUCTION COST AND INCOME TO DATE.

1/31/20

Picture No.	Name of Production	Income	Cost.
N 1	The Greatest Question	285,000.00	182,255.45
N		125,000.00	365,479.57
	Harron Productions		8,050.00
C 1	Battling Jane	39,011.38	21,255.83
C 2	Hope Chest	37,698.61	31,228.30
C 3	Boots	34,935.84	26,662.80
C 4	Peppy Polly	32,701.32	38,937.72
C 5	I'll Get Him Yet	31,680.64	30,789.21
C 6	Nuggett Nell	25,848.50	38,627.48
C 7	Out of Luck	22,910.57	41,010.52
C 8	Turning the Tables	26,500.00	38,835.49
C 9	Mary Ellen Comes to Town	26,500.00	63,177.06
C 10	She Made him Behave	26,499.97	47,589.32
C 11		15,142.87	30,246.23
D 1	The Great Love	198,531.87	137,776.91
D 2	Greatest Thing in Life	172,008.48	111,496.61
D 3	Romance of Happy Valley	172,073.54	111,647.65
D 5	The Girl Who Stayed At Home	170,547.76	129,129.72
D 6	True Heart Susie	144,872.49	127,325.01
D 7	Scarlet Days	113,500.00	156,701.55
A 1	Romance		72,000.51
U 1	Way Down East		176,903.00
	Total	$1,700,963.84	$1,987,125.94

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

PRODUCTION COST AND INCOME FOR JANUARY, 1920.

		Cost	Income
N 1	The Greatest Question	1,572.60	5,000.00
N		78,938.07	
C 2	Hope Chest		77.53
C 3	Boots		1,245.52
C 4	Peppy Poll[illegible]		1,042.88
C 5	I'll Get Him Yet		1,497.37
C 6	Nuggett Nell	100.00	1,988.00
C 7	Out of Luck	100.00	410.57
C 8	Turning the Tables	100.00	
C 9	Mary Ellen Comes To Town	565.18	
C 10	She Made Him Behave	2,508.12	
C 11		26,909.59	7,571.42
D 1	The Great Love	250.00	300.00 a
D 2	The Greatest Thing in Life	250.00	
D 3	Romance of Happy Valley	250.00	
D 5	The Girl Who Stayed At Home	250.00	2,358.24 a
D 6	True Heart Susie		31,372.49
A 1	Romance	72,252.41	
U 1	Way Down East	176,903.00	
		$360,948.97	$47,547.54

January 31st, 1920.

Contingent Fund.

Credit Balance.		
United Artists		75,000.00
J. A. Manning		121.78
		$75,121.78
Debit Balance		
Geo. Seigman	35.00	
Sid Koster	150.00	
J. C. Epping	200.00	
	$385.00	

Jamary 31st, 19
1920

ACCOUNTS RECEIVABLE EMPLOYEES.

	AMOUNT.	
Alice Miller	98.52	
Lillian Gish	235.95	
Mrs. Rodriguez	103.72	
Mrs. Gish	39.00	
R. Barthlemess	21.38	-21.38
Carol Dempster	209.03 500.00	-500.
Wells Hastings	200.00	-125.
Elmer Clifton	5.75	
L. Smith	100.00	-100
B. Turner	200.00	
	1,504.32	

ACCOUNTS RECEIVABLE. MISSELLANEOUS.

Famous Players	14,612.08
United Artists	52.65
A. L. Grey	3,550.00
Grey Boswell Smith	6,094.93
Carol Dempster	209.03
	24,518.69

ACCOUNTS PAYABLE January 31st, 1920.

Voucher No.	Name of Vendor	Amount.
227	Tiffany Hall & Co.	2,577.00
239	N.Y.Motor Truck Sales Corp.	2,700.70
346	Continental Guaranty Corporation	480.00
445	J. A. Mahlstedt J.C.E.	565.80
460	Wm. J. McGuire	1,567.69
530	J. A. Mahlstedt	18,973.22
531	" " "	162.54
559	Thyphoon Fan Co.	2,412.00
609	Tiffany Hall & Company	4,700.00
653	Dorothy Gish	722.50
678	General Electric Co.	1,158.66
691	Commodore-Biltmore Co.	.10
716	William J. McGuire	4,291.69
718	Wark Producting Corporation	1,500.00
761	J. A. Mahlstedt	155.59
768	Johnston Heating Co.	13,770.00
772	Mrs. Kane Conwell	750.00
779	Display Stage Lighting Co.	2,135.02
781	J. A. Mahlstedt	157.42
791	" " "	52.06
806	" " "	130.48
842	E. K. Ortiz	200.00
848	J. A. Mahlstedt	2.00
865	Adolph Lestina	20.78
867	Bauman & Co.	702.50
868	A. W. Gerstner Co.	34.58
870	Georgia Wolfe	52.56
871	Albert Fixture Co.	5.00
872	Chas. H. Lewis	25.00
873	Knickerbocker Chandelier & Elec.Co.	10.00
874	Crown Surgical Instrument Co.	4.00
875	Chas. H. Lewis	12.00
876	J. Gironda	75.00
877	J. A. Mahlstedt	29.50
878	Underwood Typewriter Co.	10.00
882	Gulf Refining Co.	24.01
885	Georgia Wolfe	14.68
886	Vincent Bianda	20.90
887	Jno. J. Fitzgerald	15.00
891	Georgia Wolfe	127.10
892	A. Scholtz	15.89
893	J. Reebers Sons Co.	35.60

894	F. A. Lawlor	21.00
895	F. Bannister	.75
896	The Louis XIV	14.50
897	Eaves Costume Co.	2.00
898	Di Salvo Bros	129.50
899	The General Flower & Decorating Co.	83.20
900	C. H. Southard Co.	33.00
901	Liberty Carpet Cleaning Co.	57.70
902	Lily Cup Co.	53.00
904	Royal Typewriter Co.	3.50
905	Craftsman Film Laboratories	19.20
906	Harry E. Foshay	66.05
907	S. Blumenthal & Co.	167.88
908	Select Motion Picture Bureau	135.40
909	Frederick G. Koch	5.00
910	Chas. Field Griffin & Co.	3,814.44
911	Select Motion Picture Bureau	203.32
912	Eaves Costume Co.	87.00
913	Chas. G. Willoughby	30.33
914	Biography Co.	2,389.95
915	Lily Cup Co.	50.00
916	Henry Bosch Co.	10.20
917	Cooper Hewitt Elec.Co.	1.99
918	E. K. Ortiz	5.30
919	The Mulrich Shop	18.60
920	C. H. Southard Company	284.00
921	Rand McNally & Co.	43.00
922	Levine's National Store Fixture Co.	37.50
923	Chas. H. Lewis	14.00
924	A. W. Gerstner Co.	75.20
925	Chas. M. Baxter	20.25
926	S. Blumenthal & Co.	12.60
927	The Mead Stationery Co.	141.75
928	Gimbel Bros.	6.80
929	Display Stage Lighting Co.	68.00
931	Bell & Howell Co.	141.00
932	Exhibitors Hearld & Motography	72.75
933	" Trade Review	98.00
934	Moving Picture World	81.00
935	Motion " News	78.40
936	Wm. R. Torrence	48.04

937	Auto Bat Service Station		8.62
938	Mamaroneck Tire Repair Works		6.00
939	Chas. H. Coles		490.62
941	Biograph Co.		1,390.74
	Total		70,919.65
	Less Credit Display Stage Ltng.	241.50	
	Chas.C.Willoughby	.02	241.52
	Total Balance		$ 70,678.13

#97

This contract cancelled and parties returned January 1923

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Jan 1920

#97

THIS AGREEMENT, made the day of January, 1920, by and between WARK PRODUCING CORPORATION, hereinafter referred to as the "Lessor", party of the first part, and F.C. WALLACE and HOWARD G DORR, Copartners, of herein referred to as the Lessees, parties of the second part.

W I T N E S S E T H :

WHEREAS, the Lessor has produced certain motion pictures entitled "The Fall of Babylon" and "Mother and the Law" from the copyrighted motion picture photoplay "INTOLERANCE", and

WHEREAS, the Lessees desire to acquire exclusive rights of distribution and exploitation of said motion picture productions, "The Fall of Babylon" and the "Mother and the Law" in the territory hereinafter described and for the time and upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises, and of the mutual covenants and agreements herein contained, the parties hereto do covenant and agree as follows:

FIRST: The Lessor hereby grants to the Lessees the sole and exclusive right, subject to the performance of the terms and conditions required to be performed by said Lessees, to distribute or exploit the aforesaid motion picture productions entitled "The Fall of Babylon" and the "Mother and the Law" (but only in a dignified manner commensurate with the artistic qualities of the production, as prepared by the Lessor, and with appropriate musical

accompaniment)in the States of Colorado, Utah, New Mexico, and Wyoming, and not elsewhere, for a period of five years from the date hereof.

SECOND: The Lessees shall pay to the Lessor in the manner hereinafter set forth for the territorial rights hereby granted the sum of Four thousand seven hundred ninety-eight Dollars and Fifty Cents ($4,798.50) as follows:

Two thousand cash upon the execution of this agreement, receipt of which said sum is hereby acknowledged.

One thousand three hundred ninety-nine Dollars and Twenty-five cents ($1,399.25) by the Lessees executing and delivering a promissory note to the Lessor for said sum of $1,399.25, payable to the Lessor on March 1st 1920, with interest at Six percent (6%) per annum; and

One thousand three hundred ninety-nine Dollars and Twenty-five cents ($1,399.25) by the Lessees executing and delivering their promissory note to the lessor for said sum of $1,399.25, payable to the Lessor on April 1st 1920, with interest at Six percent (6%) per annum. The delivery of said notes by the Lessees to the Lessor shall be treated as a means of payment of said sums and evidence of such indebtedness and shall not be treated as a payment of such indebtedness until such time as said notes are fully paid with interest.

The Lessees further agree that as long as said notes remain unpaid they will pay to the Lessor on account of said notes and in part liquidation thereof Fifty percent (50%) of the total gross receipts which they may receive from the exploitation or exhibition of said pictures and that they will mail weekly to the Lessor copies of all

contracts made with exhibitors for the exhibition of said pictures, said contracts to contain the name of the theatre or motion picture house, the name of the owner or operator thereof, where located, the name and length of time of the exhibition of said picture and the amount received for said exhibition, said weekly statements shall be accompanied by check, draft or money order for Fifty percent (50%) of the gross amount so shown to be due or payable by the terms of said contracts and in the event that said pictures or either of them are exhibited in a theatre on a profit-sharing basis then the Lessees are to mail to the Lessor copies of all box office statements showing the gross and net receipts of every performance, said statements to be signed by the manager of the theatre and the representative of the Lessee and to be accompanied by check, money order or draft for Fifty percent (50%) of the net gross of the amount so due the Lessees.

THIRD: The Lessees agree to keep full and correct accounts of all gross receipts received in connection with the exhibition and exploitation of said photoplays, and the Lessor shall have the right at all reasonable times to examine the books of the Lessees by any accredited representative for the purpose of determining the correctness of the gross receipts so received with the statements so rendered as aforesaid.

FOURTH: The Lessor further agrees to deliver to the Lessees, within thirty (30) days, one print of each of said photoplays without further cost to the Lessees, said prints, however, to remain the property of the Lessor and to be returned to the Lessor as hereinafter more fully

provided for. And the Lessor further agrees as long as the negative of each or either of said photoplays are in existence to furnish to the Lessee prints or parts of prints (in lengths, however, of not less than one hundred (100) feet in the continuity of the story as delivered) of said production during the life of this contract at the rate of Eight (8%) ~~per~~ cents per lineal foot, but such prints or parts thereof shall be used only in the continuity as furnished by the Lessor. Every print delivered by the Lessor to the Lessees hereunder is to be returned to the Lessor at its option, five years from the date hereof; and if lost or destroyed the Lessees shall supply affidavits covering the cause of its loss or destruction.

The Lessees assume existing booking contracts in the territory above described, and agrees to pay all preliminary expenses in connection with said booking contracts.

FIFTH: The Lessees covenant and agree that neither the Lessees nor the agents, servants or employees of said Lessees, will, with their knowledge, copy or duplicate said film or any portion thereof, or permit the same to be copied or duplicated, and that neither the Lessees, nor the agents, servants or employees of said Lessees will with their knowledge exhibit or cause to be exhibited any of said films in any territory other than that covered by this agreement, and that the Lessees will use every effort to enjoin and restrain the use of any copy of said productions not authorized by the Lessees to be exhibited within the territory aforesaid.

SIXTH: The Lessees further agree, in the event

of the loss or destruction of any film, to notify the Lessor by telegram or telephone forthwith.

SEVENTH: The Lessor will supply the Lessee with lithographs of the said productions at cost, and at which the same are supplied to the Lessor, and the Lessees agree not to use or knowingly permit to be used within the territory hereinbefore described any lithographs not supplied by the Lessor nor any advertising matter not approved by it.

EIGHTH: The Lessees shall use only such advertising matter as shall be furnished or approved by the Lessor and the Lessees shall purchase from the Lessor such heralds and advertising matter at cost. All lithographs, heralds and other advertising matter and accessories sold by the Lessor to the Lessees shall be re-sold by the latter at an advance not exceeding ten (10%) percent on the price at which the same are sold to the Lessees.

NINTH: It is understood and agreed that the positive prints which shall be delivered to the Lessees hereunder shall be used by said Lessees only in accordance with the express provisions hereof and shall not be shipped or used outside of the territory hereinbefore specified, and the title thereof shall be and at all times remain in the Lessor.

TENTH: The Lessees shall not act or hold themselves out as the agents of the Lessor and nothing herein contained shall be construed to consitute a partnership between the Lessor or Lessees hereto.

ELEVENTH: This agreement is personal and shall not be assigned by the Lessees without the prior written consent of the Lessor.

TWELFTH: In the event of the failure of the Lessees to pay the Lessor any money agreed to be paid to the Lessor by any provision in this agreement, the Lessor shall have the option of terminating the rights herein granted to the Lessee by giving ten (10) days' notice by registered mail to said Lessees and thereupon upon the expiration of the time specified in said notice, unless such moneys in the meanwhile are paid, such rights shall immediately cease and determine, it being distinctly agreed that the waiver of any default in payment in any instance shall not operate as a waiver in any other instance.

THIRTEENTH: In the event of the breach by the Lessees of any of the other conditions in this agreement contained or in the event of the filing of a petition in bankruptcy by or against the Lessees, the Lessor may call the attention of the Lessees to such breach by registered mail and if such breach does not cease by or is not remedied within ten (10) days after the mailing of such notice the Lessor shall have the option of terminating the rights herein granted to the Lessees by giving five (5) days' notice by registered mail to the Lessees and thereupon upon the expiration of the time specified in such notice such rights shall immediately cease and terminate; it being distinctly agreed that the waiver of any breach in any instance shall not operate as a waiver in any other instance.

FOURTEENTH: In the event of the termination of the rights of the Lessees as set forth in the two preceding paragraphs hereof, such rights shall immediately revert to the Lessor, and the Lessees shall forthwith return to the Lessor all positive prints and all unused advertising matter relating thereto which shall have been delivered to the Lessees hereunder; it being understood and agreed that the termination of the rights herein granted in the manner hereinabove provided shall not constitute a waiver of any right, claim or remedy of the Lessor by reason of such breach.

FIFTEENTH: The Lessor shall not directly or indirectly distribute or exhibit said picture in said territory during the term of this agreement.

SIXTEENTH: All notice hereunder may be addressed by either of the parties hereto to the other as follows:

To the WARK PRODUCING CORPORATION at Room 720, Longacre Building, City of New York.

To F.C. WALLACE and HOWARD DOYR

SEVENTEENTH: The Lessor hereby consents that said Lessees may assign this agreement to a Corporation owned and controlled by the Lessees provided said corporation takes said assignment subject to all the terms and conditions of this contract, and further provided that nothing herein contained shall release the said Lessees from any and all personal liability hereunder.

EIGHTEENTH: This contract being signed and entered into in the State of New York, it is hereby agreed that the law to be applied to any matters arising

hereunder shall be that of the State of New York.

NINETEENTH: It is further understood and agreed by the parties hereto that this instrument embodies the whole agreement of the parties and no representations, warranties, covenants or promises made by any representative or agent of the Wark Company or any other Company shall be binding or considered a part of any agreement between the Lessor and the Lessees unless herein expressly contained and no variation or modification of this agreement shall be made except in writing signed on the part of the Lessor by its President, who it is mutually agreed is the only person authorized to sign the same on behalf of the Lessor.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

WARK PRODUCING CORPORATION

By Albert W. Barnhart
Pres

Witness
Upton
Pres

F. G. Wallace

Howard E. Dorr

Colorado
Utah
New Mexico
Wyoming

Anna Moore goes to her rich aunt in Boston to borrow some money, her dead father having been responsible for the wealth of the relatives. She arrives while a ball is in progress. She is introduced to the guests and meets Lenox Sanderson a wealthy young man about town. He falls for her; she for him. He asks her to marry him- she consents. Then, to avoid responsibility he arranges through a college friend for a performance of a mock marriage. Then he leaves Anna after the birth of her baby which dies. She goes into the country for work arriving at the farm of Squire Bartlett. David Bartlett his son, more or less consented to the father's understanding that he should marry Kate, a relative by marriage who lived in the Bartlett household. Sanderson had a country home nearby the Bartlett farm. David falls in love with Anna. Sanderson calls at the farm telling her to leave. A Professor who arrives as a summer boarder falls in love with Kate. Martha Perkins a village gossip learns of Anna Moore's past and tells the Squire . He orders her from the house on the night of a big snow storm. David has declared his love, defies his father and goes into the storm after her rescuing her from the drifts. On leaving Anna exposes Sanderson and his guilt. The end is happy.

Extract from TESS OF THE D'URBERVILLES

Page 105.

The eldest of them said:

"Be ye really going to christen him, Tess?"

The girl-mother replied in a grave affirmative.

"What's his name going to be?"

She had not thought of that, but a name came into her head as she proceeded with the baptismal service, and now hhe pronounced it:

"Sorrow, I baptize thee in the name of the Father, and of the Son and of the Holy Ghost."

She sprinkled the water and there was silence.

"Say 'Amen', children."

The tiny voices piped in obedient response: "Amen!"

Tess went on;

"We receive this child" --- and so forth -- "and do sign him with the sign of the Cross."

Here she dipped her hand into the basin, and fervently drew an immense cross upon the bbby with her forefinger, continuing with the customary sentences as to his manfully fighting against sin, the world and the devil, and being a faithful soldier and servant unto his life's end. She duly went on with the Lord's Prayer, the children lisping it after her in a thin, gnat-like wail, till, at the conclusion, raising their voices to clerk's pitch, they again piped into the silence, "Amen!"

Mr. David Wark Griffith,
1476 Broadway,
New York City.

Dear Mr. Griffith:

These few lines confirm that Mr. William A. Brady owns absolutely the exclusive motion picture rights of the drama "WAY DOWN EAST", for all countries of the world, and that under your agreement with Mr. Brady you and your legal representatives and assigns, acquire absolutely the sole right to reproduce in motion pictures such drama and all the versions thereof during the term of the copyrights in such drama and during all renewals and extensions of such copyrights, together with the sole and absolute right to adapt and re-arrange in such manner as you may deem most suitable for motion picture purposes, such drama, to secure copyrights, renewals and extensions of such copyrights in such motion pictures in all countries and during such terms to solely make, distribute and otherwise exploit or dispose of such motion pictures.

It is understood that wherever customary my name shall appear on such films as the author of the play "WAY DOWN EAST", upon which your pictures are based.

Yours very sincerely,

(Signed) LOTTIE BLAIR PARKER

'WAY DOWN EAST

'WAY DOWN EAST

A PASTORAL DRAMA

IN FOUR ACTS

BY

LOTTIE BLAIR PARKER

Copyrighted, 1899,
by
LOTTIE BLAIR PARKER, Author and Owner

(PRINTED, NOT PUBLISHED)

'WAY DOWN EAST

CAST OF CHARACTERS:

ANNA MOORE .....

SQUIRE AMASA BARTLETT .....

LOUISA BARTLETT, his wife .....

DAVID BARTLETT, their son .....

KATE BREWSTER, their niece .....

PROFESSOR STERLING, their summer boarder .....

HI HOLLER, their chore boy .....

LENNOX SANDERSON, the city man .....

MARTHA PERKINS, the gossip .....

RUBE WHIPPLE, the town constable .....

SETH HOLCOMB .....

DR. WIGGINS .....

ZEKE, the tenor ..... } The Village Choir. { .....

CYNTHIA, the soprano .... } { .....

AMELIA, the alto ..... } { .....

SAM, the basso ..... } { .....

DORCAS .....

PRISCILLA .....

HANK .....

EBEN .....

SCENE

EXTERIOR.

STAGE SET.—*Section of farm house R. 2 E. to R. 4 E. Porch R. 2 E. Vines and flowers about porch. Large spreading tree a little above L. of porch. Wooden bench with back, under tree. Tree L. of stage, well down. Wooden bench against house below porch. Clump of shrubs a little L. of tree and slightly in front of old-fashioned well L above trees. Splint chairs under tree. Fence across back. Practical gate in C. of fence, opening down stage to R. Roadway at back for horse and wagon. New England country backing, sunlight effect.*

ACT I.

At rise of curtain Mrs. Bartlett *discovered downstage R, churning. Enter* Sam *quickly from L, goes to well, gets water, fills jug, which he brings with him.*

MRS. BARTLETT—Good morning, Sam.

SAM—Mornin', Mrs. Bartlett.

MRS. BARTLETT—Powerful hot day, ain't it?

SAM (*talks as he fills jug*)—Should say 'twas. Jest makes a feller feel like fillin' up with water all the time.

(*Drinks from dipper.*

MRS. BARTLETT—Why don't ye put a few drops of vinegar in the jug, it's dreffle good for slackin' thirst.

SAM—Guess I will.

MRS. BARTLETT—Go right in and git it. (Sam *starts for house*). Ye know where the barr'l is. (*Exit* Sam *in house R.*

Enter Squire *from barn; has part of a harness.*

SQUIRE—Loo-i-zy—Loo-izy.

MRS. BARTLETT—What's the matter, Amasy?

SQUIRE—Thet there boy! Thet there boy, Hi Holler; I've had the hoss hitched up an' waitin' fer five minutes er more! what's a keepin' him?

MRS. BARTLETT—He's a sprucin' up; said he warn't goin' after Kate lookin' so she'd be ashamed o' him.

SQUIRE—What's he takin' all day about it fer? (*Goes to door and calls*) Hi—Hi—Hi—

HI (*from inside, as if at some distance*)—Y-e-s, S-q-u-i-r-e.

SQUIRE—What be ye doin'?

HI—G-r-e-a-s-i-n' m' b-o-o-t-s!

SQUIRE (*calls back*)—Let yer boots be; come out here; come here, I tell you.

HI (*enters at door. He is dressed in awkward store clothes, short at ankles and wrists. A colored shirt, a high, white collar, flaming necktie, straw hat and large, cow-hide boots*).—Here I be, Squire. (*Comes down steps.*

MRS. BARTLETT—I declare—I clean forgot the m'lasses jug. (*Runs in house.*

SQUIRE—Whut got into ye, greasin' yer boots on a week day? S'pose ye'll be curlin' yer hair next.

HI—Well! ye didn't s'pose I wust goin' fur Kate les I wus slick'd up a mite, did ye? No, siree.

SQUIRE—Whut ye s'pose Kate keers whut ye got on? The cars will be down to the depot in five minutes—hurry now—

HI (*starting to exit L. 1 E. slowly*)—Yes, Squire.

MRS. BARTLETT (*re-enters hastily*)—Hi—here's the m'lassses jug. (*He goes back and takes it. She appears in a great fluster and hurry—he is slow and cool.*) Git it filled down to the store. (*Returns to churning.*

HI—All right, Mrs. Bartlett.

SQUIRE—Off with ye now; if ye ain't in time for them cars—you'll ketch Hail Columby when ye git back!

HI—I'll git there if I bust the hoss and waggin'.

(*Exit* Hi, *L.*

Sam *enters from house, goes to well, puts vinegar in buckets and exits L. 3 E.*

SQUIRE—Whew! it's a terrible hot day, and thet boy's just got my blood a bilin.' (*Wipes his face on shirt sleeves.*

MRS. BARTLETT (*calmly churning*)—'Taint no use lettin' of yourself git riled like that—you'll be havin' ap'lexy er suthin'. I'll get ye a drink of cold milk. (*Goes to house R.*

SQUIRE—Wish't ye'd bring out my awl an' wax eend, so I kin mend this harness.

MRS. BARTLETT (*as she goes into the house*)—Yes—I will.

(*Exit.*

HI (*outside, cracking a whip, and the noise of a horse and wagon*)—Gee lang—gee lang—git on there, will ye?

SQUIRE (*goes up stage, shaking fists at* Hi *off stage*)—G'long, g'long, hurry up; can't ye hurry up? Darn yer lazy—greasin' yer boots—(*re-enter* Mrs. Bartlett *with bowl and milk*)—Bet a dollar he'll be too late for them there cars!

MRS. BARTLETT—Here's the milk, Amasy—now for goodness sake sit right down and drink it; and here's the wax eend and the awl. Now do try and git yourself cooled down afore Kate gits here. Amasy, seems to me David ought to gone to fetch Kate. (*Returns to churning.*

SQUIRE (*R. bench*)—David's busy gittin' the strawb'ries crated fer market, besides—guess may be he's shy 'bout wimmin folks; don't believe he'll ever git courage to pop the question to Kate.

MRS. BARTLETT—'Taint none o' me rec'nin' 'at *any* man's too bashful to pop the question—if he wants too.

SQUIRE—What ye hintin' at, Looizy?

MRS. BARTLETT—I'm hintin' jest this; I don't believe David keers fer Kate—*in thet way*.

SQUIRE (*L. harness*)—Whut's thet got to do with it? He don't keer for no one else—'an Kate's ben 'lotted to him ever since brother 'Lias married widow Brester, 'a h' brought her and the little girl home. 'Twere their last wish when they

were dyin' 'an left me to be Kate's guardeen, 'n' it's *my* wish too. Yeu know thet well's I do.

MRS. BARTLETT—I know, Amasy—'n' ther wouldn't nothin' please me better 'n' t' hev Kate fer a daughter.

SQUIRE—You'll hev her— don't you worry—*I'll* see that that's brought 'round all right. David ain't never disobeyed me yit—'n I don't believe he's goin' to begin now.

Enter Doc Wiggins, *R. U. E.*

DOC—Mornin' Squire—Mornin' Mrs. Bartlett.

SQUIRE—Why, Doc—be thet yeu—what's the matter? Anybody sick hereabouts?

DOC (*comes in gate and down*)—Why, yes—I'm goin' up to Putnim's—Zeb Putnim's pretty bad with the shingles.

SQUIRE—Ye don't say— why, what's too bad.

DOC—Two o' the children's comin' down with measles 'n' I swan if I don't believe one of the others hes got the whoopin' cough.

MRS. BARTLETT—Whoopin' cough!—this time o' year?

SQUIRE—Well, they allus was most onfortnit—'twouldn't s'prise *me* if Zeb Putnim's taters got frost bit in July.

Enter Professor, *L. 1 E. He wears spectacles. His is hair rather long and is a little bald at the crown. He wears a short sack coat, the pockets filled with paraphernalia for catching butterflies. His handkerchief is falling out of one pocket. He carries a net for catching butterflies. Comes in quickly, as if chasing a butterfly.*

PROFESSOR—Did you see it? Did it come this way?

MRS. BARTLETT—Good land! Perfesser, how yeu did scare me.

SQUIRE—What ye lookin' fer, Perfesser?

PROFESSOR—A Lepidoster!—beautiful—great wings—spotted—beautiful colors. I'm sure it was a Vanessa!

SQUIRE—Whut on airth yeu talkin' about! (*Rises,*

PROFESSOR—A butterfly—a beautiful butterfly.

(*Looks about, trying to see it.*

SQUIRE (*chuckling and ready to burst with laughter*)—Why didn't yer say so—(*sits with difficulty. Again represses laughter and tries to speak seriously to* Mrs. Bartlett)—Mother, hev yeu seen a butterfly flittin' hereabouts?

MRS. BARTLETT—Land sakes, I wouldn't hev noticed nothin' like thet.

SQUIRE—Ye see, Perfesser, we don't hev no time to waste on sich amusements as catchin' butterflies.

PROFESSOR—No, you amuse yourself catching Doryphora 10—Lineata.

SQUIRE—Whut's thet yeu say?

PROFESSOR—That you catch Doryphora 10—Lineata.

SQUIRE (*indignant*)—No, I'll be darned if I ever did.

PROFESSOR—Oh, yes you do, yes you do, Squire, yes you do.

SQUIRE (*anxiously*)—Say, Perfesser, what in thunder be Doryfory 10 Lineeters?

PROFESSOR—Potato bugs! (*Pokes* Squire *with net.*) There goes my butterfly?

(*Rushes off L. 2 E.* Doc *and* Squire *laugh.*

DOC (*laughing and slapping his legs*)—Ha-ha-ha!—thet's a good one on you, Squire—Ha—ha—ha!

SQUIRE (*goes up with* Doc)—Did ye ever hear sich a lunitick! callin' tater bugs Doryphory—Ha-ha-ha-ha! Doryphory 10 Lineeters—Ha-ha-ha!

DOC (*at gate as if to go out, stops, lookin off R*)—Say, Squire, here's Martha Perkins comin'.

SQUIRE—Bet Seth Holcomb's a taggin' 'long after her.

DOC—I swan he does stick pretty clost, don't he?

Enter Martha Perkins, *R. U. E.*

MARTHA—Mornin'—mornin' ev'rybody.

SQUIRE—Mornin', mornin' Marthy.

MRS. BARTLETT—Mornin' Marthy; how be ye?

Enter Seth Holcomb, *R. U. E.*

SETH—Mornin', mornin'.

SQUIRE, MRS. BARTLETT AND DOC—Mornin' Seth.

MARTHA (*comes in gate talking to everybody*)—I was jest goin' over to Warrin Centre to do some sewin' fer Miss Pool,—she thet was Zekiel Barneses first cousin by marriage, ye know. So I says, says I, I'll step into Miss Bartlett's on the way over 'n' take dinner, that *is* if it tain't goin' to be no inconvenience to ye.

MRS. BARTLETT—Of course 'tain't, Marthy; take off your things 'n' make yourself to home.

HOLCOMB (*has followed* Martha *in*)—Guess I'll step in and rest a bit and favor my rheumaticky leg! Got rheumatiz dreffle bad.

SQUIRE—Better let Doc Wiggins prescribe for ye.

HOLCOMB—Whut, Dr. Wiggins? No, siree! I don't want to die jest yet! (*Chuckles. R. to bench.*

SQUIRE—Ha-ha-ha! Thet's pretty good one on you, Doc; Ha-ha-ha!

HOLCOMB—I expect to hev a lot o' fun yit afore I die! He-he-he! Oh my rheumaticky leg.

(Martha *is taking off her mitts and talking aside to* Mrs. Bartlett. Seth *takes bottle from pocket and takes medicine. Must be patent medicine bottle with label.*

DOC—Guess I'd better be gettin' on to Putnim's. Mornin,' all. (*Exit, L. U. E.*

ALL—Mornin' Doctor—

SQUIRE (*calls after him*)—Oh, Doc—heerd ye busted the off wheel of yer gig.

DOC (*calls back outside house*)—Yes—got to git around on shank mare to-day.

SQUIRE (*calling after* Doc)—Hey, Doc; I wish you'd step into the barn and have a look at my bay mare; I think she's got a windgall on her left shoulder.

(*Winks at* Seth*: exit into barn, laughing.*

SETH—That's jest 'bout Doc Wiggins' gait—hoss doctorin'.

MRS. BARTLETT—How *you* ben feelin', Marthy.

MARTHA—Only jest middlin'! Ben enjoyin' another spell o' neuralgy.

MRS. BARTLETT—Why don't ye try some of Mr. Holcomb's Long Life Bitters. He seems to set great store by it for rheumatiz.

HOLCOMB (*getting bottle again from pocket*)—Ain't nothin' like it! I'd jest as soon hev rheumatiz 'es not s'long's I have plenty of Long Life Bitters to take. (*Takes medicine again.*

MARTHA—Mebbe 'twould be a good idee. I've ben thinking some about it—(*crossing to* Holcomb *and making motion as if to take bottle*)—Jest let me see what sort o' taste it's got.

HOLCOMB (*jerks bottle away; gets nervous*)—Don't think you'd best taste it, Marthy.

MARTHA—Don't see why not.

(*Again makes motion to get bottle.*

HOLCOMB (*more nervous; gets bottle further away from her reach*)—Well, I don't think it would be good fer ye.

MARTHA—If it's good fer yeu—it's jest as good fer me.

(*Reaches for bottle again.*

HOLCOMB (*keeps bottle away from her; manages to get it back into his pocket; shows he is very much scart that she will get it*)—It's powerful stuff; it's most too powerful fer the wimmin sex.

MARTHA—Seth Holcomb! You're jest as contrary.

Enter Rube Whipple, *R. U. E.*

HOLCOMB—Hello! here's the constable (Rube *enters through gate; comes down C.*)—Mornin' Rube! How be ye? Well, what brings you up—any trouble around here?

RUBE—No, they ain't no trouble round here, but some o' them burglars broke into the Post-office last night.

SETH—Git Aout! What' they git?

RUBE—Dollar an' eight-two cents in postage stamps.

SETH—Well, I want te know! Is that all?

RUBE—'Bout fourteen postal cards; pretty heavy loss to the Government. I jest though I'd come in and see the Squire about it. (Squire *enters from barn, L.*

SETH—That's right; here's the Squire now.

SQUIRE—Hello! constable, I'm glad to see you. What brings you around?

RUBE—Some of them burglars broke into the Post-office again.

SQUIRE—Did you git 'em.

RUBE—No, but I got my 'spicions, and I believe in' 'restin' people on 'spicions coss they've either done somethin' or else they'er goin' to.

SQUIRE—Well, come into the barn and we'll talk it over,—you can have a glass of cider.

(*Exit* Rube *and* Squire *into barn L.*

MRS. BARTLETT (*interrupts* Martha)—Oh, Marthy.

MARTHA (*turns to* Mrs. B.)—Yes, Looizy.

(Seth *and* Martha *have bus. of looking at each other*

MRS. BARTLETT—It must be gittin' on to twelve o'clock and I'm a leetle late with dinner to-day; if ye don't mind, I'll fetch out the pertaters and you can peel them.

MARTHA—Sartin' I'll peel 'em. (*Goes to churn.*

MRS. BARTLETT—Jest take holt then, to keep the butter from goin' back.

(Martha *takes dasher and churns,* Mrs. B. *starts in the house.*

HOLCOMB—Miss Bartlett—ain't got a piece o' pie handy, hev ye?

MRS. BARTLETT—O' course, Seth, come in 'n' git it.

SETH—Just as soon hev a bowl o' milk, too.

MRS. BARTLETT—Come right in and get it.

SETH—Thanks, Mrs. Bartlett. (*Stumbles on step. Exit.*

MARTHA—Bring out one o' your aprons, will ye, Louizy

(Squire *and* Rube *enter from barn*; Rube *goes through gate.*

SQUIRE—All right, constable; jest as soon as you catch them fellers you let me know, and I'll make out the warrant.

RUBE—Oh! I'll git 'em. I've got my eye on 'em.

(*Exit R. U. E.*

MARTHA—Heerd ye were expecting Kate home to-day.

SQUIRE—Yes.

MARTHA—*Heerd* she'd had a great visit down in Bostin.

SQUIRE—Prime

(*Re-enter* Mrs. B. *with potatoes, followed by* Seth, *eating pie.*

MARTHA—*Heerd* ye got a perfesser from Bostin boardin' with ye.

MRS. BARTLETT (*giving pan with potatoes to* Martha)—'pears to. be a nice sort of man, too. (*Resumes churning*

MARTHA (*takes pan of potatoes and comes L*)—Nice! (*sniffs*) Well, I dunno! Heerd he spends his time runnin' around after butterflies, like ee weren't more than five years old.

SQUIRE—Well, that ain't nothin' again him, exactly.

HOLCOMB (*with his mouth full of pie*)—It does look like a lot of silly tom foolin', though.

MARTHA (*seated by bush*)—Silly, well I shud say! Enny growed up man 't wastes his time chasin' bugs an' butterflies (*nods and bobs her head vigorously*) must be either down right wicked—'er else he's a nat'ral born fool.

Enter Professor, *from L. E.*

PROFESSOR—Ah-ha—now I've got you, you beauty.

(*Throws net over* Martha's *bonnet.*

MARTHA (*drops pan of potatoes and screams*)—Land O' goodness—we got a cyclun!

PROFESSOR—Beg pardon—excuse me—a mistake—all a mistake—thought it was a butterfly.

MARTHA (*sinking back on seat*)—Oh, I thought 't must be a cyclun! My heart's all in a flutter.

PROFESSOR—Very—very—sorry—excuse me—(*offers bonnet to* Martha)—thought it was a butterfly—wings you know, big spots, same colors, excuse me—(Martha *takes bonnet*—Professor

looks at her through spectacles in an absent, confused way)—Your young niece, I presume?

(Martha *begins gathering up the spilled potatoes.*

SQUIRE—No—Great Scott—No. (*Goes up stage.*

MRS. BARTLETT—Miss Marthy Perkins, Professor.

PROFESSOR—Miss Perkins—yes—pleased to meet you—Miss Perkins—eh (*on his knees*) Shan't I help you?

MARTHA (*on her knees*)—No, thank ye—thank ye—I kin git 'em. (*Gets potatoes all up and sits again.*) I wus tellin' Squire and Miss Bartlett how everybody 'round here is sayin you'er a bordin' here, an' I'm sure all the ladies 'ud be powerful pleased to hev ye drop into the sewin' circle, 'n' hev some cake 'n' tea, 'n' kind o' git acquainted.

PROFESSOR—Thank you—very kind—I—sure—the ladies—very kind—e-excuse me—I—I—I (*goes and gets net*) take these things inside. Excuse me, I—I—Yes—butterflies—net—(*taking boxes from his pocket in an absent, fumbling way*) and I—I—excuse me—go-in—go in—(*bumps into* Mrs. Bartlett.) Oh, beg pardon—I was just going in—yes—butterflies—excuse me.

(*Exit.*

MARTHA (*watches him exit; turns to* Squire)—Powerful pleasin'.

SQUIRE (*at gate*)—Yes.

MARTHA—Married man?

SQUIRE—Old bach.

MARTHA (*simpering*)—Thought so—Expect he'll be shinin' up to Kate (*sighs*). Beats all how that girl can catch the beaus!

SQUIRE—Why don't ye ketch a beau yourself, Marthy?

HOLCOMB—'Tain't her fault she ain't ketched one.

MARTHA—I know what you'er hintin' at.

SQUIRE—Better shine up to someone, Marthy.

SETH—That's good advice, Squire—that's what I've been tryin' to tell Marthy nigh onto fifteen years.

MARTHA—No such thing—fifteen year—fifteen year back I was jest gittin' out of short dresses. I want old 'nough to think 'bout the beaus. You want to make out thet I'm suitable years fer you.

SETH—That's jest exactly what I think ye be.

MARTHA—I ain't goin' to hev ye sayin' any such thing.

Enter David, *L.* 2 *E.*

DAVID (*sees* Martha *and* Seth)—Good mornin'.

MARTHA and HOLCOMB—Mornin' David.

DAVID (*to* Squire)—Has Kate come yet?

SQUIRE—Not yet—gittin' anxious, eh? Ye needn't be 'shamed o' bein' glad t'r see the girl thet's goin' to be yer wife.

DAVID—That isn't settled yet, father. Perhaps Kate will prefer someone else for her husband.

SQUIRE—Nonsense, David—she's only waitin' fer ye to ask her, thet's all.

(*Quartet starts song outside, L.* 2 *E.* "*How can I bear to leave thee.*"

SQUIRE—What's that?

DAVID—The berrypickers singing.

SQUIRE—Wish't they'd sing less and work more.

DAVID—The berrypicking is about done, father. You'd better give me the money and I'll pay em off.

SQUIRE—How much do ye want?

DAVID—Here's a list of what is due each one. (*Gives* Squire *paper; he puts on his glasses and looks at it.* Squire *takes out bag of silver; counts out money and puts it on the bench.* David *stands L. of his father count out the money. Enter* Anna Moore, *R. U. E. She comes on slowly as if weary and exhausted; her face is pale. She is neatly, but poorly, dressed. She has plain wrap and bag. At gate she hesitates and stops, then lifts the latch and comes slowly in and timidly. When* Anna *is well in, the music dies away.* David *takes money and starts to go, L. U. E., he sees* Anna *and stops in surprise, and then turns to his father*)—Father, here is a stranger.

SQUIRE (*gets up*)—A stranger—well, girl—who may ye be?

ANNA—My name is Anna Moore.

SQUIRE—Moore? Moore?—I don't know anyone o' the name o' Moore around here; whut did ye want?

ANNA—I want—I thought, perhaps. (*Totters as if to fall.*

MARTHA—I do believe she's goin' to faint!

ANNA—No—no—if I only had some water.

DAVID—I'll get it for you. (*Goes to well.*

MARTHA—Set down—ye may as well set down as to stan' up.

(David *brings* Anna *water.*

SETH—Yes. 'Twon't cost you nothin'.

ANNA—Thank you—(*drinks*). I'm sorry to make you so much trouble.

DAVID—It's no trouble.

(*Takes the cup; looks at her intently for an instant, then goes to well and replaces cup; stands at well.*

SQUIRE—Well, girl, what was ye goin' to say?

ANNA—I thought, perhaps—I might find something to do here—I'm looking for work.

MARTHA—Why, ye ain't fit to stand up—let alone work.

SQUIRE—Seems so to me, too—you look powerful weakly. Better go back to yer home—wherever thet be.

ANNA—I have no home.

SQUIRE—Ye hain't got no home!

Re-enter Mrs. B. *from house, with salt-box; she comes down stage, looking at* Anna *in surprise; the* Professor *enters and stands on porch.*

MRS. BARTLETT—Why, Amasy, who's this?

SQUIRE—A strange young woman—says she ain't got no home 'n' wants us to give her work.

DAVID (*aside to* Mrs. B.)—Mother, can't you help her?

ANNA—I'll work faithfully about the house or even in the fields; If you will only try me you will never regret it, indeed you will not.

SQUIRE—I dessey you'd be willin' enough, but ye ain't got no strength to work—why you couldn't earn yer salt—besides, we've got more help 'n' we need now.

(Anna *makes a gesture of despair.*

DAVID (*aside, entreating*)—Mother, I am afraid the girl is in want.

MRS. BARTLETT (*goes to* Squire)—Amasy, the fam'ly's bigger now than t'was—with Perfesser here—'n' Kate a comin' home; don't ye think this girl might help me about the house fer a spell?

SQUIRE (*beginning to show obstinacy as he is argued with*)—I don't like this takin' of strangers—folks that we don't know nothin' about—(*looks suspiciously at* Anna.) Seem queer to me thet yer ain't got no home nor no friends.

ANNA—That is because you are blessed with both—as I was once; my poor mother died three months ago and the little means we had were spent in caring for her—that is how we lost our home; since then I have been ill myself. (Squire *and* Mrs. Bartlett *exchange looks.*) Oh, but I am well now—and am trying to find work. I went everywhere in the village; but no one would take me because I was a stranger. Then I came into the country. I thought that where the people lived under the beautiful sky—with trees—and flowers all about them—I would be sure to find warmer hearts that would open to me in my distress.

SQUIRE—Well, I dunno—I don't see how we kin do anything fer ye; but ye needn't go away hungry—ye can stop here 'n' eat yer dinner, then Hi Holler kin take ye in the waggin' to the place provided for such unfortnite cases, 'n' wher ye'll hev food 'n' shelter.

ANNA—The poor farm! Oh, sir, I do not ask for charity. If no one will give me work by which to earn the bread I eat I can starve. I bid you all good day. (*Turns up stage to gate.*

DAVID—Father!

MRS. BARTLETT—Amasy!

SQUIRE—Not a word; there can't be two ways in this house so long as I'm on top o' earth!

PROFESSOR (*quietly coming down steps R. of* Squire)—Squire, isn't it written somewhere — something like this—"Inasmuch as ye have done it unto one of the least of these, ye have done it unto me."

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(*The* Squire *turns and looks at the* Professor, *then lowers his head and stands rebellious, struggling with himself.* Mrs. B. *watches him.* David *and* Martha *are looking at* Anna. Anna *goes out the gate. The sound of the latch rouses the* Squire *and he looks after her.*

SQUIRE—Hold on—wait a minute; they think I'm not heedin' the Scripter if I send ye away. I ain't goin' to let no one say I ever went agin the Scripter—so—ye kin stay. But I hev a feelin' somehow that I'm goin' to repent it.

PROFESSOR (*crossing to* Anna)—You see it rests with you to prove whether the Squire is wrong, or whether we are right, or whether we are wrong and the Squire right—or whether he's the wrong Squire—you know what I mean.

(*He backs away from* Anna *and goes up C.*

ANNA—I thank you, sir. Oh, I thought there must be some hearts in the world that could feel for me. I am very grateful to you all—and I hope the Squire will never repent of his kindness to me.

SQUIRE—Wall, I hope I never won't. (*Goes up C.*

(David *goes up R., meets* Squire, *C. Exchange a word or two.* David *exit, L. 2 E.* Squire *talks to* Professor *a moment, then* Professor *exits, L. 2 E.* Martha *resumes peeling potatoes.*

MRS. BARTLETT (*goes to* Anna)—I've been churnin', and I've taken the butter up and it ought to be worked right away; do you think you kin do thet?

ANNA (*speaks brightly, smiling at Mrs. Bartlett, going L. with her to churn*)—Oh, yes, I think so. At least I can try, and what I do not know you must teach me.

(Mrs. Bartlett *stands by, nodding approval; takes off apron and gives it to* Anna.

MRS. BARTLETT—You talk like a sensible girl; what yer say yer name be?

ANNA—Anna—Anna Moore.

MRS. BARTLETT—Well now, Anna, you jest sit here where

it's nice and cool and shady, and work the butter. (Anna *works the butter.*) Here's the salt—guess you'll be considerable help about the house; I must say thet fer a girl thet's been brought up in town you do take hold o' thet butter wonderful handy—Don't she, Marthy. (*Noise of arriving wagon off L.*) Powerful.

HI (*outside*)—Whoa—whoa!

KATE (*outside*)—Hello—everybody.

MRS. BARTLETT (*hurries up C., delighted.*)—Here's Kate—Here's Kate.

SQUIRE—Here she be, David—here's Kate!

Enter David, *L. 2, runs to gate to open it for* Kate.

HI—Here we be—Here's me 'n' Kate, jest back from Bostin.

Enter Kate, *followed by* Hi, *L. U. E.* Hi *has handbags.*

KATE—Hello—How'de, David. (Kate *at gate C. Runs to* Squire, *throws her arms around his neck and kisses him; he laughs and pats her on the back with affectionate delight. Then she runs to* Mrs. B. *and kisses and hugs her.*) Uncle Amasy, Aunt Louisa.

HI—Told ye I'd git thar, Squire.

DAVID (*takes handbags from* Hi.)—We're glad to see you back, Kate.

KATE—And I'm glad to get back. There's no place like home—not even Boston. Glad to see you, Uncle Amasy.

(*Goes to him again. He has followed her down stage.*

SQUIRE—Glad—well—I guess you'll allow thet—the old place ain't been same when you're gone.

(*She jumps up and throws arms around his neck and sees* Martha *over his shoulder; crosses to* Martha *and shakes hands with her.*

KATE—Why, it's Martha; and Mr. Holcomb.

(*Crosses to them and shakes hands.* Holcomb *seems very pleased of the attention.*

MARTHA—Land sakes—didn't know but ye'd be too stuck up to shake hands with me after visitin' so long with Bostin folks.

KATE (*laughing*)—Nonsense; you know I wouldn't be so silly as that. What's the news since I've been gone?

SQUIRE—Lot's o' news. Lot's o' news. Got a new rag carpet on your room fer ye—your bantam rooster's hed his tail pulled out, had a fight with the Shanghi, 'n' the old black cow's got a white calf. Len Sanderson wants to buy the prize heifer—'n' we got a summer boarder.

KATE—A boarder here—that does surprise me.

SQUIRE—Morn' thet—he's a Perfesser.

KATE—A Professor.

SQUIRE—More'n thet, he's from Bostin.

MARTHA—A very pleasin' person too.

KATE—Oh! Is he good-looking?

SQUIRE—Ye'll hev to ask Marthy about thet.

MARTHA (*looks at Seth*)—I've seen wuss. (*Exit* Seth, *L.* 2 *E.*

MRS. BARTLETT—Han'some is as han'some does.

(*Rolls churn up to steps to take it into house.* David *has seen her, and goes quickly after her and lifts churn up the steps.*

KATE (*laughing*)—How ugly he must be. Is he *young?*

SQUIRE (*scratching his head*)—Well, thet depends on which way he's standin' when ye're lookin' at him. Takin' the back of his head ye'd say he wus old; takin' his face, ye'd say ye didn't know.

Re-enter David; *stands watching* Anna, *R.*

KATE—Oh, uncle, while you were about it, why didn't you, get a *young, good-looking* professor.

SQUIRE—Here—here—ye ain't been lookin' at the young men down to Bostin, hev ye? 'cause ye know 'tain't no use—ye know whut's designed fer ye—don't ye? (*Indicating* David *and putting her toward* David. Kate *smiles and hangs her head, and crosses to* David, *R.*)—Go over there 'n' talk to David; I guess he feels a little skittish about comin' nigh ye—ye look so dressed up and cityfied.

(Kate *going R. to* David, *who remains steadily watching* Anna, *who is working industriously at the butter and pays no attention to him. The* Squire *crosses L. and sits by* Martha. *They talk.*

KATE—Oh, pshaw, David; you don't think that, do you? (David *turns.* Kate *sees* Anna *for the first time.*) Oh, who is that?

DAVID—We don't know—she has just come—she has no home and was looking for work, so the folks have taken her in to let her help about the house.

KATE—She's pretty, isn't she? I want to speak to her.

DAVID—All right. Anna, this is my cousin Kate; she wants to speak to you.

ANNA (Anna *looks up in a timid, wistful way, but smiles at the same time*)—That is very kind of her. (*They talk aside.*

Enter Hi, *L.* 1 *E. whistling, followed by the* Professor. *Enter* Mrs. Bartlett.

HI (*crossing to* Mrs. Bartlett)—Miss Bartlett, here's yer m'lasses.

MRS. BARTLETT—All right, Hi. Guess I'll whip up some fresh ginger bread for you. Bring along them taters, Marthy; w'll hev to hurry up the dinner.

(*Exit* Mrs. Bartlett *into the house.*

MARTHA (*with great affectation of girlish sweetness*)—You'll excuse me, Perfesser—won't ye. I've got to go 'n' help Miss Bartlett—excuse me—(*bumps into* Hi)—Oh, git out.

(*Slaps him on cheek. Exits in house, R.*

HI (*going toward C.*)—She's mad at me. Say, Squire—thought ye said Kate wouldn't be glad to see me? But she wuz—give me a smack—right out good 'n' loud too, didn't ye Kate? (Kate *turns around.* David *remains talking to* Anna.) Guess I didn't grease 'em boots fer nothin'.

SQUIRE—Oh, you go 'long. (*Pushes* Hi *out of the way.*) Come here, Kate, I want t' introduce ye to the Perfesser.

(*They bow;* Kate *in an easy, off-hand way, the* Professor *bashfully.*

HI (*comes down between them*)—Oh, Perfesser, I plumb forgot, here's something fer yer! Got it down to the Post-office.

SQUIRE—Go an' put your work clothes on 'n' stop your meddlin'. (*Pushes* Hi *toward house, R. Exit* Hi.

MRS. BARTLETT—Anna! Come in and bring the butter.

ANNA—Yes, Mrs. Bartlett. I'll come right away.

(*Exit* Anna *and* David. David *takes salt-box and exits after* Anna.

SQUIRE (*goes up C. to gate*)—Got a sight o' postage stamps on it. Must be something important—don't mind us—ye'd best find what it is.

PROFESSOR—Thank you—yes—excuse me.

(*Goes up stage, opening letter.*

SANDERSON (*calls outside L. 2 E.*)—Hello there—is there anybody at home?

SQUIRE (*goes up stage and looks off*)—Why, it's Len Sanderson—Hello, Mr. Sanderson, won't you come in?

SANDERSON (*outside, L. U. E.*)—I will, if you send Hi out to hold my horse.

SQUIRE—Hi! Hi! Come out here and hold Mr. Sanderson's horse.

HI (*going out of gate*)—All right, Squire. How d'ye do, Mr. Sanderson. (*Exit, L. U. E. Enter* Sanderson *from L. U. E.*

SQUIRE (*shaking hands with* Sanderson)—How dy do; comin' in, ain't ye? (*Enter* Sanderson *through gate C.*

SANDERSON—Don't mind if I do—seeing Miss Brewster's home. (*Comes down to* Kate.

SQUIRE (*calls off L. to* Hi Holler)—Hi, put Mr. Sanderson's hoss in the stable and give him a small measure of oats.

SANDERSON (*to* Kate)—The Squire isn't the only one who finds the place dull when you're away; there are others.

KATE—I didn't think anyone else would be so foolish.

SQUIRE (*coming down C. and R. of* Sanderson)—Thet's a tidy piece of hoss flesh, Mr. San'son.

SANDERSON (*braggingly*)—Oh, that's Dandy; I don't have anything but the best—and I've got the money to pay for it—I've got the best house in the county, and I'm going to have it fitted up in first-class modern style. (*Enter Hi L. 2 E.; gives flowers to* Kate, *L. who is seated on Bench, L. C.*) I've bought a new dog cart and I'm going to buy a mate for Dandy, out there—I'm going to drive them tandem.

SQUIRE—Tandem, tandem, what's thet?

HI—I know what 'tis—it's a new fangled kind of a team.

SANDERSON—It isn't exactly a *team.*

HI—Yes it is, too; only when it's a team, you drive 'em that way—(*bus. of holding out hands side by side*)—and when it's a tandem, you drive 'em this way.

(*Bus. of holding hands before his nose.*

SQUIRE—Drat yer impudence—get out—(*drives* Hi *off into house.*) Don't mind thet boy; he don't know no better.

SANDERSON (*laughing heartily.*)—He's about right, Squire; that's the way to drive tandem, one horse before the other, though I never heard it explained exactly like that before. You see the reason I want a tandem is because I want something a little better, and I want something newer, and a little ahead of anything any one else around here has got, for the future Mrs. Lennox Sanderson.

(*Looks admiringly at* Kate *on bench, L. C.*

SQUIRE—Goin' to get married, eh?

SANDERSON—Well, I'd like to be, and I've got the girl I want picked out. (*Gives* Kate *another glance of admiration which* Squire *does not see.*) If she isn't the mistress of the finest place about here it won't be my fault.

(*Goes to* Kate *with a little swagger.*

MRS. BARTLETT (*appears at door*)—Amasy, ye'd better git washed fer dinner. Oh, Mr. Sanderson; how be ye? Goin' to stop to dinner with us? (*Crosses to* Sanderson.

(Squire *takes off hat; rolls up sleeves, R.*)

SANDERSON—I don't know. I just came over to look at that prize heifer I talked of buying from the Squire.

MRS. BARTLETT—Well, ye'll jest about hev time to do thet before dinner, an' then ye better hev su'thin' to eat afor' ye start back home again.

SQUIRE—Why, of course, Mr. Sanderson will set down to table with us. David, jest go along with Mr. Sanderson 'n' show him the critter—you know where she is.

(David *enters from house.*

DAVID—Very well, Father. This way, Mr. Sanderson; she's down in the little meadow. (*Exit* David, *R.* 1 *E.*

SANDERSON—Very well, David, I'll be right after you (*looking at* Kate *as if waiting to have her ask him to stay*); but I didn't know as I'd better stop to dinner, though.

KATE—Oh, you may as well stay, now you are here.

(Kate *goes up C.*

SANDERSON—I will! now that you've asked me. (*crossing R.*) Thank you, Mrs. Bartlett, I'll be pleased to stay (Squire *washes face and* Sanderson *slyly throws* Kate *a kiss and exits quickly, R.* 1 *E.*)

MRS. BARTLETT—I'll go in an' set a place for Mr. Sand'son. (*exit in house.*)—Come along, Kate.

Kate (*coming down C.*)—Uncle, don't you think Len Sanderson's putting on a terrible sight of airs since he came into the Judge's property?

SQUIRE—Well, I don't see no harm in Len Sanderson, tho' he does act as tho' the Lord Almighty made *him* and then made the airth to put him on to it.

PROFESSOR (*Enter* Prof. *L.* 2 *E. crosses to* Squire *as he speaks*)—Squire, did you ever see a butterfly like this?

KATE (*dropping down on L. of* Prof.)—Let me see it.

MRS. BARTLETT (*inside*)—Dinner! Hi, blow the horn!

SQUIRE (*right of* Prof.)—Looks jest the same's as enny butterfly to me. (Squire *turns up stage.*

(*Enter* Hi *from house; takes dinner horn from nail on awning post.*

PROFESSOR (*crossing R. and turning again to* Squire)—No—no entirely different! This is very rare—sent from South America, —very choice—*valuable.*

SQUIRE (*in surprise; coming down L. of* Prof.)—Why, you don't mean to say that's worth any money?

(Hi *blows the horn right in* Prof. *ear.* Prof. *startled; staggers L. to well curb.*

SQUIRE—Dod rat ye! I'll blow yer horn.

HI (*blows* Squire's *hat off.* Squire *threatens* Hi. Hi *tries to cross L.* Squire *tries to intercept him, and as* Hi *passes him to L.* Squire *makes an awkward kick at him; but misses him, as he makes his exit L. 2 E.*)—Never touched me.

SQUIRE (*bus. of brushing up* Prof.)—Ain't hurt, be ye? thet boy's enough to try the patience of Job.

MRS. BARTLETT (*entering from house*)—Ain't ye folks never comin? (*Exit* Mrs. B., *house.*

SQUIRE (*going up steps of house*)—Yes, mother, we're comin' (Hi *blows horn outside, L. 2. E.*)—I'll tan thet boy's jacket fer him yit. (*Exit in house.*

KATE (*following him*)—Oh, dear, my shoe's untied; will you please tie it for me, Professor? (*Sits on bench and puts foot out*

PROFESSOR (*in astonishment and confusion; drops hat and box*) —I? I? What's that? I? Tie? Shoe? You? certainly (*drops on knees*) Yes! Excuse me: very sorry—excuse me—in a knot—a hard not or a bow-knot.

KATE—No, bow-knot.

PROFESSOR—One bow or two.

KATE—One bow is enough for me.

MARTHA (*entering from house*)—Where is that dear Perfesser —(*sees what* Professor *is doing*)—Oh, my stars and garters! (*Exit in house.*

KATE—That's all right.

PROFESSOR (*gets up and mops face*)—Yes, thank you, thank you

very much—very kind, I'm sorry; Oh, no! Excuse me: don't mention it: yes, that's it—don't mention it.

KATE (*running up steps; looks back at* Prof. *laughing*)—Professor, you make a very nice bow. (*Exit in house.*

PROFESSOR—Eh, what's that?—I wonder what she meant by that—she was laughing—laughing at me—she thinks I'm an old frump like the Squire. (*Sighs*) I am, that's it—I'm a frump—old frump.

KATE—Hurry up, Professor.

PROFESSOR—Yes; I'll hurry—I'll hurry.

(*Makes quick exit after* Kate.

Enter Hi, Sam, Bill, Zeke *and* Quartet, *singing "One more River" and bus. of getting washed.*

HI (*after first song.*)—Say, Sam, sing that dreamin' song, will ye?

SAM—All right, Hi, we'll sing it for you.

(Quartet *sings, and exit in house.*

HI (*crossing R to* Sam)—Say, Sam, I've got a song I can sing better 'n' any of you.

SAM—Oh, you git out.

(*Throws sponge and hits* Hi *in the face.* Sam *runs up the steps; turns and laughs at* Hi.

HI (*picks up wet sponge and hits* Sam *in face with it*—Sam *exit*)—I didn't mean to wash that spot fer a week: Thet's where Kate kissed me! No tain't—that's where Marthy smacked me! Here's where Kate kissed me. 'Twas wuth all the Squire's nagging about greasin' my boots. I'd take a scolding any day in the week to get a kiss like that. (*Starts up towards house.*

Enter Anna *from house with bucket; she starts for well.*

HI—Say, what yer want? A bucket o'water? I'll got fer yer. (*Offers to take pail;* Anna *declines; her manner is cheerful.*

ANNA—No—no—go in and eat your dinner—I would rather get the water myself!

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HI (*going up steps*)—Alright—jest as lief git it fer yer, though. (*Turns to look at her.*) My, ain't she pretty?

(*Exit into house.*

ANNA (*goes to well L. 2 E. and fills her pail with water during the following speech*)—At last I have found a refuge—a new home. And I have begun a new life. The shadow of the old one will rest upon my heart—forever—but time and work—time and work, the cure for every pain and every grief that hearts can suffer—will cure mine.

(*Lifts bucket and starts R. toward the house.*

SANDERSON (*speaking as he enters, backward, R. 1 E.*)—All right, David; I'll wait for you.

(*He turns and meets* Anna. *She L. of C; he R. of C.*

ANNA (*Anna drops pail of water without spilling it*)—You—you here?

SANDERSON (*looks nervously towards house*)—Hush, you'll have everybody out of the house! What on earth are you doing in this place?

ANNA—I came here for work—I am trying to earn my living.

SANDERSON (*advancing toward her C.*)—I don't believe it! You're following me up to make trouble for me.

ANNA—No—no—It's by the merest chance I came here—I am obliged to do something by which I may live—I have no other resource.

SANDERSON—That's your fault—didn't I offer to take care of you until you were able to look out for yourself? But you and your mother flared up and said you didn't want any help from me.

(*Goes toward house, showing anxiety about being overheard.*

ANNA—No! All I wanted was to never see you again.

SANDERSON—Then go away from here.

ANNA—I can't; I have had too much trouble finding this place to give it up for you.

SANDERSON (*irritated; going toward her*)—Confound it! Anna!

Can't you see you can't stay here where I live? You've got to go, that's all.

MRS. BARTLETT (*in house*)—David.

DAVID (*far away outside, R. 1 E.*)—Coming, mother.

SANDERSON (*again going toward house nervously*)—Sh! I've got to have a talk with you—another time—for the present you just keep your mouth shut and act as if you'd never seen me—I'll do the same. Only understand, you've got to go.

(*Exit in house.*

ANNA—And I thought the past was done with. Shall I never get away from that man, never.

(*Sinks half fainting on seat front of well curb, enter* David, *R.*

DAVID—Anna! What's the matter? Anna, poor girl! She's faint again—I'll call mother.

(*Starts toward house.*

ANNA (*crossing R. during speech and gathering her hat, wrap, etc.*)—Oh no, no, please don't call anyone. I am all right now. It was just a moment's weakness. After all your father was right. I am not strong enough to work; I had better go away from here.

DAVID—Go away? Why you've hardly got acquainted yet. Besides, you said you had neither home nor friends—where would you go?

ANNA—Where? I don't know—somewhere, perhaps to the hospital.

(*Sinks wearily on bench at tree, R.*

DAVID (*L. of her*)—Oh no, you mustn't think of such a thing. Stay here, where you will have the pure country air, and peace and quiet for a time. They're better than doctors or medicine. As for the work, I'll see—that is *mother* will see that it is'nt too hard for you.

ANNA—Oh, if I only could—I only could.

(*Hears* Sanderson *inside.*

SANDERSON—That was a good joke, wasn't it?

(*All in house laugh.*

ANNA (*crossing to L.*)—No, no—good bye; I must go—(*turns to him; gives hand*)—You have been very kind to me, Mr. David, and I thank you—but I cannot face—that is, I cannot stand the strain.

DAVID—Then we will not let you go, until you are better. Stay a *little while* and you will soon be well and strong again.

(*Holding her hand.*

ANNA—Oh, don't—don't stop me.

DAVID—At least, wait until to-morrow.

MRS. BARTLETT (*in house*)—Anna.

ANNA (*forgetting her resolutions takes pail with right hand and answers*)—Yes, Mrs. Bartlett; I'm coming.

DAVID (David *takes hold of pail with left hand*)—See, mother is waiting for you—she is a good mother—(*song inside*) and will be kind to you.

(*They stand holding the pail between them. Slight pause.*

DAVID—Won't you stay?

ANNA—Yes.

(*Slight swell of song inside.*

DAVID (*slowly taking pail from* Anna *and passing it to his right hand; holds out his left to* Anna)—Come, then, let us go in together.

(*Exit* David, *carrying water. As* Anna *and* David *start; swell music, slow.*

CURTAIN.

Act II.

Time—*Night.*

Scene—*Interior of an old-fashioned New England farm house sitting-room.*

Stage Set—*Box set. Large fire-place L. 2 E. with log fire; old-fashioned mantel with old ornaments. Very wide, low and deep cased window at back, C. Windows have small panes of glass and short muslin curtains. Large opening from R. 3 E. down to R. 1 E. with large curtains to close. Plain wooden stairway in U. E. corner in recess. Door opening on and up stage R. 1 E. Door opening off stage L. 1 E. A grandfather's clock in corner R. Small table just above R, door with rack above it for hanging hats and wraps. Large book-case between window and stairway. Chair near window. Two chairs facing each other on front of fire-place. Piano above fire-place, L. U. E. with lighted lamp on it. Large table with chair each side in C. Large chair R of fire-place. Arm chair L of fireplace and work basket with homely sewing on table. Red light in fire-place. Yellow in R. arch. Blue on back drop and through C. window from L.*

Exterior Backing—*Snow Scene.*

Discovered—*At rise of curtain* Kate *is discovered playing on piano. Enter* Hi Holler *L. 1 E.*

Hi—My! Kate, you're all fixed up, ain't ye?

Kate—Yes, how do I look?

Hi—Oh! pretty good, I ben 'n' slickin' up a little m'self, so's I could come into the sittin' room. (*Has gone to book-case and is hunting over books.*) Where's my book, the one you gave me last Christmas; my Pickings frum Puck—Oh, here 'tis. (*gets book.*) Say, Kate, whut do you 'spose brings Perfesser here again?

Kate—He wants more butterflies, of course.

Hi—Yes; thet's whut *he* said—wonder if he 'spects to find 'em in under the *snow!* Guess he's chasin' suthin' 'sides butterflies.

Kate—Hi Holler, what do you mean?

HI—Say, Kate, whut do you call one of them fellers that's always huntin' bugs and butterflies?

KATE—An entomologist.

HI—That's not what the boys down to the village call him; they say he's a lobster.

KATE—Oh! Hi! you say such idiotic things.

HI—Oh, you needn't pretend to be so green—you know well's I do, the Perfesser's sweet on you.

KATE (*jumps up*)—Hi! I've a great mind to box your ears.

HI—You kin box 'em ef you want to—but ye know the Perfesser's dead stuck on ye.

Enter Prof. *R.* 1 *E. Hangs up coat and muffler, takes off arctics.*

KATE (*in confusion*)—Oh, hush—(*boxes* Hi's *ears and rushes him up to chair by book-case; then runs and sits in chair by fireplace.* Prof. *removes his coat and hangs it up; takes hat and is about to hang it up.*) Very cold, isn't it, Professor?

PROFESSOR (*turns with a start, keeping his hat in hand as if forgetting to hang it up*)—Oh, Miss Kate, is that you? I—I—didn't see you. (*Crosses to her as if in a state of pleasant bewilderment.*) I want to tell you—(*sits in chair opposite her twirling his hat nervously*)—That is to say to you—(Hi *laughs; sees* Hi; *stops twirling his hat, pushes his glasses upon his forehead, then twirls his hat in greater confusion than ever.*) I mean—that is—yes—it's cold—very cold—it is really very cold.

HI (*with a look of great innocence and gravity*)—Pretty cold fer butterflies; feared ye didn't catch *many*, did ye Perfesser?

PROFESSOR (*absently as if not comprehending what* Hi *had said*)—No, not many—not very many. (Hi *laughs again.*

(Kate *puts up her hand and shakes it at* Hi *to make him stop. In doing so she drops her handkerchief.*

HI—Kate, ye dropped your handkerchief.

(Kate *and the* Prof. *move to pick up handkerchief.*

PROFESSOR—Permit me (*stoops for handkerchief; bumps his head against Kate's head; drops his hat and draws back confused.*)

Beg pardon — really a mistake — hope I didn't hurt you. (*Stoops again for handkerchief; bumps heads again; this time* Professor *gets handkerchief.*) Really very stupid of me—excuse me; very warm, isn't it. (*He is using* Kate's *handkerchief, and is more confused than ever; hands her the handkerchief.*) Oh, your handkerchief—didn't notice. (*Feels nervously in his pocket; gets his handkerchief.*) Thought it was my own handkerchief—(*gets his and mops his face.*)—You'll forgive me, won't you? I was thinking—yes, I was thinking.

(*Looks at* Kate *turns away and sighs;* Kate *looks at him again.*

Hi (*gets up taking his book with him and shuffles down stage to door, L. 1 E. saying—they make me sick*)—S'cuse me, guess I'll go into the kitchen—(*turns at door.*) Two's company, 'n' three's none.

Kate (*jumps up and darts after him*). Hi Holler! (Hi *laughs and dodges out quickly L. 1 E. The* Prof. *rises at the same time and puts his hat on the chair he had been sitting in*)—Oh, that boy! He doesn't know anything—(*crosses R. annoyed, and back to her chair, when* Prof. *asks her to sit down*).

Professor—Doesn't he? Why, I think he's bright—very bright—he knows enough to go when he isn't wanted. Won't you sit down again? As I began to say, there's something I want to say—er—something I want to say. (*Goes to sit.*

Kate (*quickly*) — Don't sit down. (Professor *sits*) — Oh, you've smashed your hat—

Professor—Hat? Where's hat?—(*looks under chair*)—I don't see hat. (*Looks under other side of chair*)—Oh, hat's all right. (*Sits up as if perfectly satisfied*)—Hat's all right.

Kate—Why, you're sitting on it.

Professor—(*gets up, takes hat; tries to smooth it out*)—Oh-h-h yes—so I was—I declare—I did jam it a little—beg pardon—excuse me—didn't know it was there. (*Sits; fumbles with hat —put it on his knee*)—You know I was going to say—what I was going to say was—

Kate—That you want to see my Uncle.

(*Starts toward stairway as if to go up.*

PROFESSOR (*stops her*)—No—No—I don't care about seeing my uncle—that is—your uncle—I mean our uncle—that is—that is—I—I—want to—to ask you—what was I going (*with a great effort mopping his brow with his hands*) to ask you—if—if—oh, yes, if you expect to come to Boston this winter.

KATE (*as if relieved*)—Oh, no—not this winter. (*Crosses L.*

PROFESSOR (*also as if relieved*)—I'm glad—glad of that.

KATE (*astonished*)—Glad?

PROFESSOR (*relapses into gloom*)—Oh, you're going to some other place—that's it—some other place—you and David—you know—bridal tour—honeymoon. (*Gives a prodigious sigh.*

KATE (*pettishly*)—Uncle has been talking to you—there is to be nothing of the kind—anyway not yet.

PROFESSOR—No? I'm glad—I'm of that, dum, spiro, spero! (*Enter* Squire *on stairs, R. U. E.*) While there's life there's hope—I mean—while you're not married I hope—that is if you'd give me hope, you would if you could, wouldn't you? but you couldn't, could you?

SQUIRE (Squire *has come down stairs slowly fixing his collar,* Professor *and* Kate *start.*)

SQUIRE—Kate! Come here; I want ye to see if I look all right (*he is dressed in his Sunday clothes and looks very awkward and uncomfortable.*)

KATE (*goes to him; helps fix collar, tie, vest and coat*)—Splendid—never saw you look better.

SQUIRE—Collar kinder chokes me—done up a little mite too stiff, I guess—got on the necktie ye fetched me from Bostin. (Kate *is smiling and nodding her head.*) None o' your young fellers can get ahead o' that. (Kate *looks at him admiringly and shakes her head.*) Are ye ready, Perfesser?

PROFESSOR (*absent minded; is looking at* Kate)—Ready, yes—ready for better or for worse—'till death us do part.

SQUIRE—What's that?

PROFESSOR (*recalled to himself; becomes confused*)—er; excuse me; I'll go (*crosses at back to stair, R.*) clean collar—brush up a bit—excuse me—back directly. (*Makes a hasty exit upstairs—*

urns at landing to look at **Kate**, *stumbles, and makes a blundering exit.* **Kate** *goes to fire-place.*)

Squire—Sartin! Go and slick up a bit—(*goes to stairs and calls*)—Anna—Anna.

Anna (*answers from off L. 2 E.*)—Yes, Squire.

Squire—I forgot my pipe and tobaccy; fetch 'em down, will ye.

Anna—In a moment, Squire.

Squire (*sits in chair L. of C. table*)—Guess I'll have a draw o' two o' the pipe afore we start. Kate—(*beckons to her.* Kate *goes to him*)—How be you and David gettin' along with yer sparkin'?

Kate (*goes away a few steps*)—Dear me, Uncle—I don't know as there's any such thing thought about.

Squire (*surprised*)—Ain't David said nothing to ye yet?

Kate (*turns back to him*)—No! and what's more, I don't believe David *Wants* to say anything to me.

Squire—Nonsense—he's bashful, that's all—I'll hev a talk with him 'n tell him he's got to speak out. (*Enter* David *R. 2 E.*) David! ye just come in time.

Kate (*pulls at him and tries to stop him*)—Don't say anything more—I don't want you to.

Squire—I must! This thing's gone long enough. It's time 'twas settled, 'n' David's the only one *to* settle it.

David—Why, father, what are you talking about?

Squire—'Bout you 'n' Kate. (Kate *throws up hands and run to C. window.*) You know what's designed fer you 'n' her—they ain't no use o' yer being afeared to speak out—when it's yer duty to speak.

David (*is confused; does not know what to say. Crossing to L.*)—Why, father, there is no hurry.

Squire (*rising testily*)—No hurry—d'ye think she's goin' to wait fer ye forever?

David (*at fire-place*)—Father, I—I—we are not sure that Kate wants me to speak?

Squire—'Course she does. (Kate *comes down R. of* Squire *as*

if to protest)—'n' while you're shillyin' 'n' afeared to speak to her some one else will step in 'n' carry her off under ye very nose. (Kate *tries to stop his speech. The* Squire *tries to push* Kate *toward* David, *who stands at fire-place with his back to* Squire.)

KATE (*speaking low, protesting, and resists*)—No—uncle—no.

SQUIRE—Talk it over between ye—(*has bus. of putting* Kate *over to* David; Kate *has bus. of resisting*; Squire *puts* Kate *back to* David *and goes toward stairs*; Kate *seizes his coat tails*)—Don't ye tear my Sunday coat. (*starts to exit*) The ice is broke—now they kin come to an understandin' with one another.

(*Exit.*

(*As soon as* Squire *is upstairs,* Kate *runs to window C.*

DAVID (*turning around for the first time*)—Well, Kate?

KATE—Well, David?

DAVID—I—I—don't know what to say.

KATE—Then don't say anything. (*Comes down.*

DAVID—I don't believe you are in as much of a hurry as father is about this—this matter.

KATE—That is true—I tried to keep him from speaking about it—that is—oh, what have I said.

(*Sits; chair L. of table.*

DAVID—Marriage is a very solemn thing. It must be a horrible bondage without love—don't you think so, Kate? (*Enter* Anna *downstairs and exit R. of stairs*)—I can't make it plain—what I mean.

KATE—I understand you, though, and David, I want no unwilling husband (*speaking low*). I'm afraid Uncle will be terribly angry—(*going*) We'll keep it from him as long as we can. (*At exit, meets* Anna *coming from R. of stairs.*

ANNA—Miss Kate, will you please tell the Squire I've got his pipe for him.

KATE—Yes, Anna, if I see him—(*aside*)—but I won't see him.

(*Exit upstairs.*

ANNA (*going to table C.; sees* David)—Oh, is that you Mr. David?

DAVID—Oh, don't call me Mr. David, Anna, call me David.

ANNA (*coldly*; *R. of table*; *seated knitting*)—It is proper that I should call you Mr. David.

DAVID (*slight pause*; *comes L. of table*)—There is only room for four in the big sleigh—I will take you over to Mrs. Putnim's in the cutter. Will you be ready soon?

ANNA—I? I am not going.

DAVID—Not going—why?

ANNA—Oh, I was not invited.

DAVID—You were not invited—why not?

ANNA (*rises*)—I did not expect to be—I am your father's servant—people do not entertain the servants with the masters.

(*Crosses L. to fire-place*; *sits on rocker.*

DAVID (*watching her with impatience.* Anna *is knitting and does not see him*)—How are you going to spend the evening?

ANNA—I'll sit here and knit—and Hi has promised to keep me company. I'll have a pleasant evening; you needn't fear. (*Speaks very coldly.*) Though it is very kind of you to think of me, Mister David.

(David *crosses to her as if to speak to her, then with rapid strides crosses the stage to R. 3 E. as if to speak to his father, pauses there, then takes hat from rack and goes out, slamming the door after him savagely.*

Enter Squire *at* David's *exit.*

SQUIRE (*comes down stairs—hands before his eyes*)—Is it all settled? I'm coming in. Is it all settled? (*comes in and sees no one but* Anna, *who has risen at the sound of the* Squire's *voice,*) Why, I thought David 'n' Kate were here?

ANNA—Here is your pipe; I filled it for you, Squire. Let me light it.

SQUIRE—You are a good girl, Anna. (*Takes pipe and settles*

himself comfortably in big rocker at fire-place. Anna *lights a squill and lights his pipe.*)—How long is it now you've been here, Anna? (*Smokes.*

ANNA—Close onto eight months, Squire. (*She takes knitting; sits L. of table.*)

SQUIRE—So 'tis! well—I don't know no reason why ye shouldn't keep right on staying here—that *is*—if ye feel satisfied and contented *to* stay.

ANNA—Oh, I do, Squire; thank you, I shall be very *glad* to stay.

SQUIRE—'n' ye mustn't hev no hard feelin's agin me on account o' how I spoke to ye the fust day ye come. Ye see, I didn't know nuthin' about yer character.

ANNA (*after a slight pause*)—No—of course not.

SQUIRE (*sits facing fire-place through all this scene*)—I believe there's only one way to live—'n' thet's accordin' to the Scripter; a strict abidin' by the Ten Commandments, 'n' I couldn't see my way clear to take some unknown woman into the house with Looizy and Kate—that maybe had strayed off from the strait path thet's marked out fer us.

(Anna *has dropped her hands in her lap; sits without moving, her face shows the emotion to which his words give rise; then drops knitting on table, rises and goes up stage to window C. to control her feelings; pauses, then comes down and stands back of* Squire.

ANNA—Squire, suppose. Just suppose, you know—that I *had* been one of those unhappy creatures, who had offended against one of these laws. Suppose I had been an unfortunate—more sinned against than sinning—(*the* Squire *removes his pipe from his mouth suddenly and breaks it. She sees this, stops abruptly, pauses slightly, then drops her tone and manner of strong feeling, and goes on in a tone of assumed lightness*)—only supposing this, you know—would you—would you still have felt the same? (*Short pause.*

SQUIRE—Why, of course. (*Pause.* Anna *staggers to back of*

table.) If the law's broke it's broke—ain't it? If a *wrong's* done *it's done, ain't it?* Nothin' kin alter *thet.*

ANNA—That is true! Nothing can alter a thing once done.

(*She goes up stage toward window, despairingly.*

SQUIRE (*rises and crosses to table*)—But they ain't no use sayin' no more—'n' we're glad to hev ye stay so long's ye conduct yeself as ye hev sonce ye been here.

ANNA—Thank you, Squire—I will stay until you tell me that I must go.

Enter Hi, *L.* 1 *E*, *with lighted lantern in his hand; cap and muffler on.*

HI—Want me to hitch up now; about time, ain't it?

SQUIRE—Yes; guess it's about time—is David out in the barn?

HI—He's saddlin' his hoss—said they was enough to fill up the big sleigh 'thout him. (*Goes up to window C.*)—There he goes, now—

(Squire *goes to the window and looks out toward R.* a gallopin' like mad—Oh, say, there's someone comin' here on foot. (*Starts toward door, R.* 1 *E.*

SQUIRE—See who it is, Hi.

HI—Thet's whut I'm agin' to do. (*Exit, R.* 1 *E.*

SQUIRE (*coming down right of table*)—Don't see who it kin be comin' here to-night on foot.

HI (*sticks his head in the door*)—It's Marthy Perkins.

(*Withdraws his head and shuts door quickly.*

SQUIRE—Marthy Perkins—thought she was going to the party with Stunman's folks.

HI (*pokes his head in again*)—She wants to know if you're to hum?

SQUIRE (*with emphasis*)—To hum! *yes;* you darn fool (Hi *quickly withdraws his head.*) Thet boy's got a screw loose sure.

HI (*enters and crosses to* 1 *front of table as he speaks*)—She's comin' in—I'm goin' to hitch up now. (*exit, L.* 1 *E.*

Enter Martha, *R.* 1 *E.*

MARTHA—S'prised to see me here to-night, ain't ye?

SQUIRE—Yes! H'ain't ye goin' to the party?

MARTHA—I be, if ye can take me into your sleigh—Stunman's folks started early 'n' I couldn't git over no sooner. Been sewin' down to Warrin Center. (*Crosses to L. of* Squire.

ANNA—Won't you sit down, Miss Perkins.

(*Offers chair L. of table.*

MARTHA (*sniffs disdainfully, crosses to fire-place*)—No, thank ye; I'll go over to the fire—it's terrible cold.

(*Goes to fire and warms her hands. Knock at door, R.* 1 *E.*

SQUIRE—Come in. (Seth *enters, R* 1 *E.*

SETH—Good evenin', Squire.

SQUIRE—Howdy do, Seth? I might have know'd you wouldn't be far off, seein' thet Marthy was here.

SETH—I didn't know nothin' 'bout Marthy bein' here—I come over to see if I could ride to the party in your sleigh. (*Crossing to L.*) My horse has went lame in his off hind leg.

MARTHA—I guess he ain't no lamer than you be. Why don't you give him some of your Long Life Bitters?

SETH—You must think they're Horestetters bitters; but they ain't. I've got some liniment for him.

MARTHA—Better rub some of that liniment on your own leg.

SQUIRE (*to* Anna)—Lovers quarrel; sure sign they're goin' to be married.

MARTHA—Married—to him? If I wanted an excuse to get married it wouldn't be a lame excuse like thet. He ought to be home in bed nursin' his rheumatiz.

SETH—No, siree—I ain't never missed a surprise party yet, and I ain't a goin' ter now.

(*Sleigh bells and song off R.* Anna *goes to window and beckons* Squire *to her.*

SQUIRE—That's Doc Wiggin's load; he's got the church choir with him.

(*Pantomime to* **Mrs. B.** *and the* **Prof.** *and* **Kate** *to come down, etc., Bus. Singing gradually approaches—sleigh bells stop R. 2 E., laughter, voices, etc.*

Sam—Keep your feet out of that basket of vittels. (*Laugh.*

Doc—Look out for those cider jugs. (*Laugh*) Helloe, Squire, ain't you folks started yet?

Squire—Be ready in a few minutes. Ain't you comin' in to get warm?

Doc—Guess we will—got jest about time to toast our shins.

(*General entrance in couples R. 2 E., shaking hands. All talk at once, etc. All new comers, singers, etc., go to fire-place, warm hands and feet.* **Rube Whipple** *last one on; met by* **Squire** *at door.*

Squire—How do, Rube. Did you catch them post-office buglers yet?

Rube (*crossing L. of C. table*)—No, but I've got my eye on 'em.

Seth (*in extreme L. corner*)—Say, Rube, guess we'll have some dancin' down there.

Rube—Yes, we'll shake a hoof or two.

Squire (*R. of table*)—I s'pose you expect to win thet prize for dancin' that **Mrs. Putnim** offers to-night. Well, I'll bet you twenty-five cents you don't.

Rube—I'll take ye up on it.

Doc—I'll bet he wouldn't if you was a few years younger, Squire.

Squire—Oh, I ain't so old but that I can cut a caper yet.

(*Dances a few steps.*

Seth—'Member how we used to cut up at the huskin' bees when we was youngsters (*cuts pigeon wing*)—Oh! Oh! my rheumaticky leg.

(*Takes drink from Bitter Bottle. Loud laugh from crowd.*

Rube—Give me a drop o' thet.

Seth—No. 'Tain't good for what ails ye.

Rube—Well, I'll have to see what it's made on (*takes a*

mouthful). I'll have to take ye up for tippling', Seth. That's whiskey.

SETH—H'sh! You mustn't be so darned mean, if you be town constable.

RUBE—Well—as long as you keep the bottle filled, it will be all right. (*Singing merry piece, outside R.*

SQUIRE—Hark! (*after singing—all laugh*)—That's the Johnson boys. Hope they won't beat you folks singing fer the prizes to-night.

DOC—What! Our regular church choir; well, I guess there ain't anybody round here can beat 'm at singin'.

SETH—Oh, Rube Whipple is goin' to win the singin' prize—he's the best tenor in the county.

SQUIRE—What you goin' to sing, Rube?

RUBE—Big hat, all bound round with a woollen string.

SQUIRE—Well, give it to us now.

OMNES—Yes, yes.

(*Rube sings, when song done all talk, and exit in couples as they came in.*

DOC—Well, we'd better be goin'; it's gettin' late.

SETH—Have you got room in your sleigh, Doc?

DOC—Certainly. The more the merrier.

SETH (*crossing to* Martha)—Say, Martha, ain't you goin' long with me?

MARTHA—No, I'm going with Squire Bartlett.

SETH (*cross to door, R.*)—Alright—you ain't the only gal that's goin' to the party—there'll be others.

(*Exit, R. 2 E., others follows; all talk at once, laugh and shake hands till all are off, R. 2 E. Outside.*

DOC—There, Seth, you put your foot in it.

SAM—And busted all the pumkins pies.

(*All laugh—bells; and song begin F.F. and gradually die away in the distance.* Professor *and* Kate *go upstairs during the exit of others.* Squire *sits L. of table.*

MRS. BARTLETT—Come, Anna; help me put on my things.

(*Starts to go upstairs.*

MARTHA—Wait a minute, Looizy—I want to speak to ye particler. (*She cross to L., sits in armchair at fire.*

MRS. BARTLETT—Anna, you can fetch my things down; I'll put 'em on here.

ANNA (*goes upstairs*)—Yes, Mrs. Bartlett. (*Exit upstairs.*

MARTHA (*comes toward stairway, closes curtains; stands near foot of stairs looking up holding curtains.*)—S'prisin' good lookin' girl.

SQUIRE—Ain't nothin' the matter with her looks—fur's I kin see.

MARTHA—But they's a sayin' yev heerd, Squire—ye can't never tell by the *looks* uv a frog, how fur it'll *jump*.

SQUIRE—Whut's frog jumping got to do with Anna's looks?

MARTHA (*coming down to back of table*)—Consider-able—as you'll find out. It's about herthet I've come to tell ye suthin'

(*Crosses to L. to rocker.*

SQUIRE—Suthin' about Anna?

MRS. BARTLETT—Oh, Marthy—I hope tain't nothin' bad—'twould make me feel terrible to hear anything agin her.

MARTHY—Thet's the wust o' n't, Looizy—but I sez to myself It's my *dooty* to tell 'em immejetly—'n' when they've heerd it they *can* act accordin' as they see fit. (*Sits in rocking chair.*

SQUIRE—Out with't, then—let's hear what ye have found out about the girl.

MARTHA (*bus. of hitching chair down between* Squire *and* Mrs. B.)—Well, Marrier Tom'son, she lives down to Beldin 'n' jest kem up to visit Miss Poole at Warrin Centre'. Natchelly we got to talkin' about this girl, 'n' land sakes, if Miss Tom'son didn't know who she was—recognized her from the description n' her mother dyin' 'n' her a bein' sick 'n' all—*But* when she lived in Beldin'—she called herself (*Mis*—Mrs. Lennox, *but they want no weddin' ring onto her finger.*

(*A pause*—Martha *looks at them to see the impression made by the words—the* Squire *knits his brows and sets his mouth firmly.*

MRS. BARTLETT—Thet's strange—terrible strange.

MARTHA—*Strangest* part's to come (*speaks in a tone of great, but subdued emphasis*)—The girl's mother took sick 'n' died—then the girl took sick, 'n' *a baby was borned.*

SQUIRE (*rising quickly*)—Hey? what's there?

MRS. BARTLETT (*wrings her hands*)—Marthy—Marthy.

MARTHA—Then the baby died—'n' ez soon's the girl got well enough she left Beldin'. Thet's when she *kem here* (*the* Squire *drops back in chair*) Now what fur did she call herself *Lennox* in *Beldin*—'n' *Moore* when she kem here? Where's her weddin' ring 'n' where's her husband? No one in Beldin ever see him—'n' whut's folks got to *think* about thet baby.

(Squire *rises, striking right hand hard on table, looks wrathfully toward stairs where* Anna *went out.*

MRS. BARTLETT (*crossing to* Squire *quickly to pacify him*)—Amasy—Oh, Amasy—Marthy, are you sure it's the same girl?

MARTHA—*Sartin*! the ma's name wuz Miss Moore 'n' she allus called the girl Anna; what more do you want?

SQUIRE (*crosses to R., throwing back curtains as he speaks*)—*'n' thet girl in my house?* 'n' people's a talkin' 'bout her—'n' pintin' the finger of scorn and suspicion at her. I'll call her down and turn her out this very minute.

(*Starts to stairs as if to carry out his intention.*

MRS. BARTLETT (*crosses to C. and says*)—Amasy—Amasy—

(*She sits R. of table, weeping.*

SQUIRE—No—whut you've told us is only hearsay; I ain't a goin' to do a thing I may have to repent of—I'll not say a word to the girl—(*he has come down beside* Mrs. B., *who shakes his left hand gratefully. Then he takes stage R. and continues*)—But to-morrow I'll go to Beldin myself and find out the hull history from beginning to end.

KATE (*upstairs*)—Oh—thank you—they're not heavy—

(Prof. *and* Kate *together, laughing as they talk.*

PROFESSOR—Allow me, you must—yes they are—too heavy for you. (*They laugh and talk upstairs in subdued tones.*

SQUIRE (*crossing to* Martha)—Sh— they're comin'. Say no more about it.

MARTHA (*quickly going to R. 1 E., followed by* Squire *to door, R.*)—All right—be sure you stop fer me when you pass my house—so I kin go over with ye to Putnim's 'n' I'll tell ye whereabouts ye can go in Beldin to find out all that ye want to know. (*Exit, R. 2 E.* Squire *crosses to L., moodily.*

(Kate *and* Professor *together, upstairs.*)

KATE—Oh, Professor; you can't carry all those things.

PROFESSOR—Oh, yes I can—yes I can—just let me have them.

MRS. BARTLETT—Amasy—mebbe you'll find it's a mistake—somehow—just idle gossipin'.

SQUIRE (*L. of table*)—Mebbe so—I hope 'tis. But if it's true—she can't stay inder the roof another minit.

(*Goes to fire-place; stands there very much oppressed.*

KATE—Oh, I'll carry these—you must let me take something.

(Kate *and* Professor *appear at top of stairs.* Professor *with* Kate's *hat on and taking her wraps. Both come down as they talk.* Kate *behind* Professor.

PROFESSOR—No—no—can't allow—you—too heavy—too heavy—must let me take them all.

KATE—Well, if you insist.

(Professor's *arms are so piled up with clothes that he can't see* Mrs. B. *at table; he goes to table and piles all the wraps on her head.*

MRS. BARTLETT (*jumps up and crosses to L. of table*)—Oh! whatever—why, Perfesser—

PROFESSOR—Beg pardon—excuse me—couldn't see you—I hope you're not hurt.

MRS. BARTLETT—Oh, no, I'm not hurt.

PROFESSOR—Sorry—very sorry—er no—not that—glad not hurt—glad.

KATE—Professor, where is my hat?

PROFESSOR—Hat? Your hat?—where is your hat; oh, must be on the table. (*Goes to table and fumbles everything looking for hat*) No—it isn't here—must have dropped it—on the stairs—I declare—don't know—can't find it.

(*Has been looking everywhere.*

KATE (*laughing*)—Oh! Professor, it's on your head!

PROFESSOR—So it is—beg your pardon—excuse me—didn't know it—was there—didn't know it was there.

(*Gives* Kate *her hat.*

SQUIRE (*still at fire-place*)—I most changed my mind about goin'. (Mrs. Bartlett *rises.*

KATE—Changed your mind? Why, Aunt Louisa, what's the matter with Uncle?

MRS. BARTLETT (*going to* Squire)—Amasy, ye mustn't think 'bout stayin' home and everybody 'spectin' ye.

HI (*sticks his head in door, R.* 1 *E.*)—All hitched up 'n' waitin' fer ye. (*Exits.*

MRS. BARTLETT—Kate, help your Uncle on with his coat.

(*The* Professor *and* Kate *help the* Squire *on with his wraps. The* Squire *does not seem to notice, but submits to their attentions in a dazed, unoccupied manner—his mind evidently dwelling on what he has just heard. When he is ready* Kate *puts him in chair*; Professor *and* Kate *talk all the time they are helping* Squire.

KATE—My overshoes, Professor, please give me my overshoes.

(*Sits in armchair L. Enter* Anna *with* Mrs. Bartlett's *bonnet and wraps.*

PROFESSOR (*back of table*)—Overshoes—(*hunts for shoes*)—want overshoes? Here they are!

(*Brings his overshoes; holds them up so the audience can see them. Drops them in* Kate's *lap.*

KATE (*throws overshoes down*)—These are not mine, they are yours.

PROFESSOR—Are they? Oh, so they are! (*hunts for her overshoes*) Beg pardon—thought they were yours—here—here they are.

KATE (*puts out foot*)—Put them on, Professor.

PROFESSOR—Yes; yes—put them on for you—excuse me—there—there—that's on.

(*Takes up one off his to put on her other foot.*

KATE—Oh, that's not mine—it's yours.

PROFESSOR—Is it? Oh, yes, yes—(*drops it and gets* Kate's, *starts to put* Kate's *overshoe on his own foot*) Excuse me—this is yours.

KATE—Professor—here! (*Sticking out her foot and shaking it*) My foot; put it on my foot.

PROFESSOR—Oh, yes, yes, that's so; your foot (*puts on her rubber*) all right—overshoes on.

(*Gets up and mops his forehead with his handkerchief;* Kate *puts on her wraps;* Prof. *puts on his overshoes and overcoat.*

ANNA (*has put shawl and bonnet on* Mrs. B., *who is confused, and avoids looking at* Anna; Anna *ties the bonnet and holds* Mrs. B. *off looking at her affectionately*)—How becoming it is—Doesn't she look well!

MRS. BARTLETT—Most anybody looks well in a new bonnet. (*Takes* Anna's *face between her hands.*) Thank ye, Anna—thank ye.

SQUIRE (*coughs gruffly and crosses to R., looking hard at* Mrs. B.)—Be ye all ready?

ALL—Yes, yes, all ready, etc.,—

SQUIRE—Come, then—let's be a goin'.

(*Goes to door, R. 2 E., and exits without speaking or looking at* Anna.

KATE—Good night, Anna—you won't be lonesome, will you.

(*Exit, D. R.*

PROFESSOR—Good night—good night, Mrs. Bartlett.

(*Exit* Prof. *door R., leaving door open.*

MRS. BARTLETT—Good night, Anna. Take good care o' the house.

(*Goes to door; comes back; kisses* Anna, *and then runs out quickly, closing door after her.*

ANNA—How good she is—I hope they'll have a good time. Now I'll settle down for an evening's work.

(*Sleigh bells start loud, R. 2 E.*

HI (*enter R. 1 E. with lantern*)—Good bye Kate; say, Kate, take care and don't lose the Perfesser. (*bells become gradually distant*) Say, Anna, Mrs. Bartlett said we could hev some apples 'n' cider 'n' pop some corn, if we wanted tew.

(Hi *has hung cap, muffler and coat on rack near door, R.*

ANNA—Yes—everything is on the kitchen table.

HI (*crossing L.*)—Gee whiz—won't we have a pic-nic.

ANNA—Hi. Bring the things in here, Hi.

HI—All right, Anna. (*Exit door, R. 1 E. Re-enters immediately.*) Here's the apples—(Anna *goes to meet him; takes the dish of apples and places it on the table*—Hi *exits again, L. 2 E., and returns almost immediately*)—'N' here's the cider (Anna *meets him as before and takes the pitcher of cider.*

ANNA—Where are the tumblers?

HI—Course two of us can't drink out the pitcher, kin we?

(*Exit, L. 2 E., laughing.*

ANNA—Well, I should hope not, Hi. (*Puts pitcher on table.*

HI (*re-enters*)—Here's the tumblers (*exit laughing; re-enters quickly*) an here's the corn 'n' the popper. Now, Anna, you shuck off the corn, while I read my "Pickings from Puck."

(Anna *runs corn off cob in to popper.*

HI—Now you pop the corn, Anna.

ANNA—And you can read to me.

HI—Yes, when I an't eatin' (*sits in armchair facing audience*) Do you want me to read some of the things in this book—oh, there's some awful good things in this book! Jest listen to this one—"Why does a hen go across the street? Because it's none of the rooster's business." Here's a funny one—"Have you seen Hazel? Which Hazel? Pond's Extract." Oh, this is a good one (*reads*): "A poor old man was sun struck on Broadway this morning. His son struck him for five dollars."

(*Distant sleigh bells off R.*

ANNA—Hi, someone is coming.

HI—Drat it.

ANNA—Go out and see who it is.

HI—If they're comin,' let 'em come—I'm tired, Anna.

ANNA—Perhaps I can see who it is from the window.

(*Goes up C. to window and looks off R., putting her face close to the window.*

HI—

A man climbed up a steeple,
Into a crowd he fell;
Some one told the sexton,
And the sexton tolled the bell.

(*Sleigh bells louder.*

A tramp once took a trip,
Way out on a big French ship. (*Bells stop.*
If you want to shake your wife, get a pillow,
And then give her the slip.

(*Rap at door, R. 2 E., at end of song.*

HI (*crossing, puts book on table*)—Come in—

(Anna *turns and looks at door. Enter* Sanderson.

SANDERSON—Good evening, Hi.

(Anna *hastily gets down in front of fire.*

HI (*standing between* Sanderson *and table*)—Mr. Sanderson?

Ain't nobody home—all gone over to Miss Putnim's to the s'prise party.

SANDERSON (*with pretended surprise*)—Gone, have they? I thought I'd be in time to go over with them—Now that I'm here I'll stop a few minutes to get warm. (Bus. *tries to pass* Hi; Hi *keeps between him and the table*; Sanderson *takes* Hi *by the ear and swings him around to the door*) Go out and hold my horse. I'm afraid he won't stand.

(*Goes up stage;* Anna *starts to exit, L. 2 E.*

SANDERSON—Stay here—I want to talk with you.

HI (*puts cap and muffler on, muttering as he puts on each article*) —Dash it—durn it— ding it—Dum it.

SANDERSON (*coming down to* Hi)—Hi! Throw the robe over him, will you, and take this (*gives coin*), stay with him till I come. (*Goes to R. of table; stands looking at* Anna.

HI (*takes money and looks at it and appears delighted. Puts it in his pocket*)—I'll save thet fur the first cirkis.

(*Exit R. 1 E.*

ANNA (*sitting in rocker and faces* Sanderson)—You say you wish to talk to me?

SANDERSON—Yes, I have been wanting to, ever since you came here—but you would never give me the chance. I knew you'd be alone now.

ANNA—I don't know what more there is to be said between you and me. I had hoped and prayed that I might never see you again.

SANDERSON—Well, that's exactly what I want. It's deuced unpleasant for me to have you around here. If you'll go away I'll give you five hundred dollars.

ANNA—I don't want it.

SANDERSON—Oh, that isn't enough, eh? See here, then, I'll make it a thousand, and you can have it at any minute.

ANNA—I refuse to take it.

SANDERSON (*strolls leisurely down to table as he speaks*)—You do—then I suppose you are going to try and work some plan

to get the best of me—you know I'm rich now, maybe you think you'll get a big sum out of me—who knows? Maybe you think you'll compel me to marry you.

ANNA (*jumping up; dropping her knitting basket on floor*)—Oh, stop—oh—how could I ever have been foolish enough—ignorant enough to care for you. I feel nothing for you now but contempt.

SANDERSON (*turning to her suddenly*)—Then you're not going to interfere with any of my plans.

ANNA—Oh, if I had ever thought of doing that—of forcing you to right the injustice you have done me—that thought was buried in the grave with our little child. (*Goes to fire-place.*

SANDERSON (*goes to her at fire-place*)—The child is dead, then?

ANNA (*simply nods her head and crosses to table. Sits*)—At first I thought I would go mad in my loneliness and despair; I see now that it was best—she will never suffer for her mother's wrong, nor blush for her father's infamy (*Weeps.*

SANDERSON (*coming toward her and down L. of her*)—Oh, hang it all, Anna, you needn't be so hard on a fellow. I offered to make it up to you. If a thousand isn't enough, how much will you take to go away and call things square.

ANNA (*rises and looks straight at him*)—You can't square the ruin of a woman's life with money—and I don't want any of yours. (*Crosses to R. C.*

SANDERSON—And you won't go away?

ANNA—No.

SANDERSON (*coming in front of table*)—Then see here. This is what I want to know—are you going to interfere between me and Kate? (*Sits on table.*

ANNA—You and Kate? Oh, but that's not possible. She is to marry her cousin, David Bartlett.

SANDERSON (*crossing to fire as he speaks*)—That country pumpkin? Not if *I* can help it; and I rather think I can—if *you* don't interfere.

ANNA (*coming to front of table*)—Oh, I don't know what to do —I ought to tell her—I *must* tell her.

SANDERSON—If you do—it'll finish you here. You'll have to leave.

ANNA (*leans against table faintly*)—I know that.

SANDERSON—As for *me*—it won't hurt *me* any.

ANNA—It won't?

SANDERSON—Of course not.

ANNA (*coming to L. of table*)—Why not? Why won't it hurt you as well as me?

SANDERSON—Oh, well, because it won't, that's all—it was wild oats—every fellow has to sow a crop of wild oats; that's become proverbial. (*Goes to fire-place.*

ANNA—Even if Kate were not engaged to her cousin, she would not marry you if she knew.

SANDERSON—She wouldn't—oh, pshaw, that's all you know about it. You don't suppose women refuse to marry men because they have been a little wild, do you? (*Crosses R. back of table*) Ha! ha! ha! That's absurd; you ought to know very well that sort of thing doesn't do a man any harm.

ANNA—And—how about me?

SANDERSON—You? Oh, it's different with a woman.

ANNA—That is true—that's the way it has been with *us*. The wrong was yours, and the punishment is mine, and always will be, always will be. (*Goes to fire-place.*

SANDERSON—Confound it, Anna, you can end it all now if—

Enter David, *door R. He closes the door loudly and stands for a minute observing* Sanderson *and* Anna.

SANDERSON (*assuming jocular tone*)—Why, David, is that you? (David *does not answer. He is looking at* Anna.) I—I—came in thinking I'd catch your people in time to go over to Putnim's with them. They had gone, so I stopped to get warm? (*Crosses to R.*) Think I'll be going now—(*buttoning his coat*) Good-night— Miss—Miss—Moore.

SANDERSON (*turns at the door to* David, *who has stood R. C. since his entrance*)—Aren't you going to Putnim's, David?

DAVID—Not now.

SANDERSON—Well, if I don't see you again—good-night—

(*Exit, R. 2 E.*

(Anna *has stood at fire-place looking at* Sand. *till his exit; then drops to her knees faintly, but pretends it is to pick up her knitting things.*

(*The whole scene must be played near fire-place.*)

DAVID—What brought Sanderson here?

ANNA—You heard what he said.

DAVID (*crossing to L. of table*)—Was it the truth? Answer me, Anna, does that man love you—do you love him?

(*Music P. P. Plaintive.*

ANNA (*confused and agitated; rises from floor*)—Why, Mister David—I—I—(*trying to assume a light tone*) What a strange thing for you to ask (*becomes confused.*) I don't know what to make of you—I—I—(*struggles to recover herself*) You have no right to put such a question to me.

DAVID (*coming closer to her*)—No right—No *right*—whether I have a right or not I must have an answer to that question. What did he mean when he said "you can end it all now," and stopped when I came in? Tell me what he meant. (*Grasps her hand; she gives sign of pain*) Anna, I didn't mean to hurt you; forgive me if I've been rough with you—but I—I am tortured—Sanderson's manner to you exasperates me.

ANNA—Say no more about it. Mr. Sanderson cares nothing for me and I care nothing for him. (*Goes to arm chair.*

DAVID (*eagerly*)—Anna—is it true?

ANNA—Do you doubt me?

DAVID—No—no—Anna, I don't doubt you—but I can't understand your ways. I know you don't belong in your present position. I realize that you were born above it. Yet, whenever Sanderson looks at you he seems to sneer, and

it riles me. I can't bear to see you slighted—that's why I'm here now. That's why I didn't go to Putnim's party; that house that's too good for you, is too good for me.

(*Drops into rocking chair, near which he has been standing.*

ANNA—Why, I am surprised that you should speak to me like this, Mr. David. (*Crossing* David *to R. as if to go up steps.*

DAVID (*taking her hand as she passes*)—Don't call me Mister. I am in no way above you—it is you who are above me. I look up to you—to me there is no one so sweet and good as you in all the world.

ANNA—You must not talk so to me—I'll not listen to you.

(*Starts to go upstairs*; David *detains her.*

DAVID (*speaks with repressed passion as he brings her down stage on his R.*)—You'll not listen to the man who loves you with his whole soul?

ANNA (*tries to draw back from him*)—I want no man's love.

DAVID—Whether you want mine or not—it is yours. I can't keep my heart from you if I would.

ANNA (*disengaging her hands*)—You must think very poorly of me or you would not speak to me like this—you who are promised in marriage to your cousin Kate.

DAVID—Never—Kate knows it can never be. It is my father's wish, but no one shall condemn me to the torture of taking one woman for a wife, when my whole life and soul are wrapped up in another. Anna, you do love me—I see it in your face, Anna!

(*Draws her to him*; *takes her in his arms.*

ANNA (*disengages herself; backs away up stage*)—No! No! Don't speak to me like that!

DAVID (*has backed to fire-place, surprised at her*)—I want you for my wife.

ANNA—Oh—no—no—I can never be your wife—*I can never be any man's wife.*

DAVID (*steps toward her*)—Anna!

(**Anna** *looks at* **David**; *tries to speak, fails*; *bursts into sobs. Crossing slowly to steps, sobbing audibly.* **David** *appears stupefied, sinks into rocker. When* **Anna** *has gone half way up steps she drops her head on her arms on the bannisters, still sobbing.*

CURTAIN.

Act III.

Time—*Evening; lamps lighted; lighted candle ready. Lights up at rise.*

Scene—*Interior. New England Kitchen.*

Stage Set—*Box set. Outer door, C. Window L. of C. door, with a few potted plants on sill. Kitchen stove against L. boxing. Against back wall between stove and L. wall, a large wood box. Against L boxing, stool with bucket and dipper; cooking utensils on shelves behind stove, and cups and saucers in a pile on dresser R. Door L. 2 E., opening off stage. Between door C. and window, plain hat-rack for hanging wraps; some wraps already there. Small rocker L. 2 E. Large table spread for supper, L. C. of stage. Open dresser with dishes across U. R. corner. Door, R. 2 E. Common table down R. with large chair, L. of table. Various chairs about room to complete set.*

Hi *discovered seated in front of stove, his back to audience.* Mrs. Bartlett *at table C., arranging it for supper.*

Mrs. Bartlett—Hi, I wish you'd go and get an armful of wood.

Hi—All right, Mrs. Bartlett. (*Gets cap, goes to C. door.*

Mrs. Bartlett—And while you're about it, go to the barn and see if you can find a few fresh eggs.

Hi—Well, I don't think I'll git many eggs. I guess the hens will be all froze up. (*Exit C., and off L. past window.*

Mrs. Bartlett—I wonder what's keepin' David.

Enter David, *C., puts cap, etc., on rack, goes to stove.*

Mrs. Bartlett—Well, David, I'm glad you're home—what's been keepin' on you? I've been on tenter hooks about you all day.

David—There's no use fretting about me, mother—a man can't always be at home like a child.

Enter Anna, *R.* 2 *E.*

MRS. BARTLETT—The table's most all sot, Anna. You can put the knives and forks on the table, and I'll go an' get the tea.

ANNA—So you are home at last, Mr. David—your mother has been greatly worried about you.

DAVID (*goes R. to her, near dresser*)—Have *you* been worried?

ANNA (*coldly*)—It is your mother you should consider. I do not wish you to care what I think.

(*Cross to table, laying knives and forks.*

DAVID (*following her as she moves about*)—Perhaps not; perhaps you wish sometimes that the sun would not shine—that the wind would not blow. I've been walking—walking—all day—thinking about last night—trying to see a way out of this trouble.

(*He is R. of table.* Anna *has gotten around to L. of table.*

ANNA (*comes down toward him*)—There is only one way—forget last night—I have done so already. I am your father's servant—I will never be anything more in this house. Your cousin Kate will make your life happy—and honored. She is the woman you must marry. (*They meet front of table.*

DAVID—I tell you—that will never be, Anna. What you said last night can't be true—it was only meant to put me off. I can't and won't believe anything against you, and I'll have no other woman for my wife. (*Taking* Anna's *hand in his.*

ANNA—Then there is but one thing for me to do. Your father took me, a stranger, into his house and trusted me, I'll not repay him for that by listening to you and thwarting him in the dearest wish of his life (*crosses to R.*) I'll go away from here to-morrow.

DAVID (*crosses R. after her*)—Then I'll follow you!

Mrs. Bartlett *enters L.* 3 *E.; times it so as to come directly between* Anna *and* David, *face to face with latter.*

MRS. BARTLETT (*after she has looked at* David)—Why, David; you're upsot—ter'ble upsot about suthin', ain't ye, David?

DAVID (*crosses L., sits in front chair, L. of table*)—No—no—there's nothing the matter with me.

MRS. BARTLETT (*sets tea-pot on upper end of table and goes to* David)—Ye aint' never been away all day from home 'fore—'thout we knowed where ye was 'n whut tuk ye?

DAVID (*petulantly*)—I said before, mother, you can't always expect me to be home like a child.

MRS. BARTLETT—Yes—I heerd ye! an' them's the first cross words ye ever spoke to your mother.

DAVID—Cross! Mother! I didn't mean to be cross with you; but—don't you understand—I'm tired of being treated like a boy! I'm a man—yet father thinks I've no right to any will of my own.

MRS. BARTLETT—Ye ain't goin' agin yer father, David? It's a bad business whatever 'tis, that turns ye agin him! Why, don't ye know they ain't no one in the world thinks more on ye 'n' he do—'thout mabbe it's *me.* (*Goes closer to him. He sits with his elbows on table, his head in his hands. She puts her hand tenderly, yet hesitatingly, as if such demonstrations of affection were unusual, upon his head.*) Seems 's if ye'd best tell mother whut's on yer mind.

DAVID—I can't tell you, mother. You'll find it out sooner than you like, perhaps!

Enter Kate, *L.* 3 *E. sees* Mrs. B. *crying; goes up to window at back and looks out, drumming on the panes*

MRS. BARTLETT (*sees* Kate: *forces a smile and cheerful tone as if to hide her real feelings from* Kate; *goes to stove; gets kettle and pours hot water in tea-pot as she speaks*)—Expect ye're gittin' hungry, ain't ye, Kate? Somehow or other we're a leetle bit late to-night.

David *rises; crosses to R. as if to speak to* Anna. *She gives him warning look.*

KATE—No, I'm not hungry—and I hadn't noticed the time. (*Keeps on drumming on the window.* David *goes to peg C. gets his hat, and starts to exit, door C.*

MRS. BARTLETT—Why? Ye ain't goin' out, be ye, David? The supper's most ready.

DAVID (*speaks kindly, but in a moody, despondent tone*)—I don't want any supper, mother.

(*Exit, door C.* Mrs. B. *keeps busy between the stove and table.*

KATE—Aunt, what's come over everybody in the house? Uncle goes away before daylight, in a mysterious manner—no one knows where or what for. David is away from home all day—no one knows where or what for. When he comes back he moons about, don't speak to any one—and don't want any supper! You are crying when you think no one is looking at you. What does it all mean?

MRS. BARTLETT (*at upper end of table*)—I don't know what's the matter with David, and I don't want to say what's keepin' Squire sure; but I'm a feared there's trouble comin' into the house.

KATE—Trouble? Coming to us.

MRS. BARTLETT—Yes—I'm a feared on't! I kin feel it in my bones. (*Goes to stove.*

HI (*outside*)—Open the door, will you.

(Anna *opens the door;* Hi *enters with arms heaped with firewood; drops several sticks on floor and balance in wood-box L. C. at back.* Anna *and* Kate *pick up wood, which* Hi *has dropped on floor;* Kate *puts it in wood-box.*

MRS. BARTLETT—Hi Holler, you always would carry a lazy man's load.

HI (*standing by stove warming hands*)—Don't expect me to be dif'runt fr'm I wuz borned, do ye?

KATE (*speaks up a little sharply at window*)—Certainly! Don't you ever expect to *learn* anything?

(Anna *busy at dresser wiping glasses and arranging cups and saucers.*

HI—Never 'spect to learn, it's better to fetch two loads o' wood 'n' one. Might be better for some folks; 'wouldn't be better fer me.

KATE—Oh, Hi! There's no use talking to you.

(*Turns impatiently to window again, and begins the tattoo upon the window.* Mrs. B. *goes to table to get a plate.*

HI—Say, Miss Bartlett, be ye 'xpectin' Squire this evenin'?

MRS. BARTLETT—I don't know—I don't know *when* he's comin'—whatever set ye' 't askin' questions, Hi?

HI—Well, ye needn't git huffy about it! I ain't curious 'bout Squire—tho' he did go 'way ter'ble queer like! I jest ast 'cause it's comin' on ter storm hard. Thought if he was comin' I'd better hitch up 'n' go t' the dee-po.

MRS. BARTLETT—P'raps ye'd best go—if he comes ye'l be ther' 'n' if he don't, 'taint no harm done.

(*Goes to stove, L. U. corner, gets kettle, puts water from pail in tea-kettle.* Anna *with dishes, which she arranges on table.*

HI—All right—guess I'll git ready now—(*going toward door, C.*)—Won't more'n hev time t' git there.

(*Exit, door C., pass window to L.*

MRS. BARTLETT—Wish't ye'd git some water, Anna. (*Lifts pail from stool and starts with it toward* Anna, *who is by this time at the hat rack and starts to meet her*) They ain't another drop in the bucket.

ANNA—I'll get some.

(*Takes pail and starts toward door, C.*

DAVID (*re-enters door, C.*)—Are you going for water, Anna?

ANNA—Yes.

DAVID—Give me the bucket.

(*Reaches as if to take the bucket.*

ANNA (*drawing back*)—No—no—I will get it; I would much rather.

DAVID (*gently, but with firmness*)—Give it to me. (*takes bucket from her*) It is cold and stormy—besides, such work is not fit for you. (*Exit, door C.*

(Kate *and* Mrs. B. *look at one another;* Kate *is astonished and looks after* David *at door.* Anna *stands confused, by the chair upper right corner of table.*

KATE (*surprised tone, but quiet*)—So! David is in love with you! Aunt! We've all been as blind as bats.

MRS. BARTLETT (*coming toward* Anna; *L. of table*)—Whut d'ye mean by wrongin' us like this? I never'd thought of ye.

(*Throws herself in chair L. of table and cries, and drying her eyes upon her apron.*

ANNA—Don't blame me—I never encouraged him. I do not want his love, and I have told him so.

MRS. BARTLETT (*rises defiantly*)—What's the reason ye don't want my boy's love? There's not another on top of earth's good as he is. My poor David. That's what ails him—that's what's a tearing his heart.

(*Crosses to L. to small rocker; sits and rocks.*

ANNA (*slowly crosses L., back of table*)—And what if I did love him—what then? Would you wish that?

MRS. BARTLETT—No, no, that could never be! They ain't nothin' I kin see but trouble for us 'n' David!

(*Rises energetically; sits down again; rocks.*

ANNA (*with expression of acute pain*)—Don't say that! You don't know how it hurts me to hear you say it! I meant to make you glad that I had come to earn your liking—your respect! I couldn't help it about David; I mean—I'm sorry—I'll do all I can to make it right—I'll go away! (*Crosses back R. to upper end of table.*)—I'm not one to come between father, mother and son to separate them. In a little while David will forget me, and then—everything will come out right, as the Squire wishes (*looking at* Kate)—as you all wish.

(*Stands dejectedly with hand on back of upper chair R. at table.*

KATE (*comes to* Anna; *lays her hand on* Anna's)—David forget? He never will—I know him better than that. Besides—I want no husband whose heart is not mine alone. You are the woman David loves—I'll not stand between you.

(*Goes down to front of table.*

MRS. BARTLETT—Kate! That's wild talk.

ANNA—David is not for me—I'm not fit—it is you he will make his wife.

KATE (*interrupts her hotly; back to audience between table and* Mrs. B. *who is still in small rocker*)—I tell you both—I'll never marry David Bartlett.

(*Up to window C. enter* David *door C., puts cap on peg; crosses, puts pail on stool and exit L. door; enter* Sanderson *C., as he enters snow flies in and wind is heard beginning to rise. He shuts the door quickly, shakes the snow off him. shivers and shows that he is cold; he carries a good sized paper box of roses tied with narrow ribbon. As he enters the women hastily change their position and try to cover their agitation.* Kate *turns to the window, looks out and resumes her drumming on the pane, quickly and nervously.* Anna *goes to dresser and busies herself there;* Mrs. B. *begins a fussy and unnecessary re-arrangement of the tea table.*

SANDERSON—Good evening—good evening everybody; it's a cold night.

MRS. BARTLETT—So 'tis, Mr Sanderson, so 'tis—best step up to the stove 'n' warm yerself. (*Sanderson does so, first placing the box and his hat on the chair near the door*) I declare, they ain't no sauce ner doughnuts on the table. Bring the candle, Anna, 'n' a plate 'n' a dep dish. (*going toward door, R. 2 E., turns at door*) Now yer here, may's well stop 'n' hev some supper, Mr. Sanderson.

SANDERSON—Thank you, I don't care if I do.

MRS. BARTLETT—Come, Anna. (Anna *starts toward her with glass dish on plate in one hand, and candle in other.* Mrs. B. *waits at door and takes the plate and dish from* Anna, *avoiding looking at her*) You kin hold the light fer me.

(*Exit* Mrs. B., *followed by* Anna, *carrying the candle.* Sanderson *looks at* Kate, *who does not notice him, but continues looking out of the window and drumming on sash.* Sanderson *stands back to stove facing* Kate.

SANDERSON—Perhaps it would be more agreeable to you if I didn't stay.

KATE—Stay where?

SANDERSON—Here—to supper.

KATE (*facing around*)—What makes you think that?

SANDERSON—You don't seem very well pleased.

KATE—Perhaps I'm not! But it don't follow that I'm displeased with *you.*

SANDERSON (*eagerly*)—Then you *want* me to remain?

KATE (*with another glance and smile*)—I did't say *that* exactly.

SANDERSON—I suppose *David* wouldn't want you to say that to any other fellow.

KATE—What David likes is nothing to me.

SANDERSON—It isn't?

KATE—No—it isn't.

SANDERSON—Oh, pshaw! you don't mean that.

KATE (*impatiently; coming to him*)—*I do—mean it!*

SANDERSON—Why, I thought—

KATE—You have thought a lot of nonsense!

SANDERSON—But everybody says—(*removing his great-coat and putting it on chair* Kate *has just left.*

KATE—Don't you know that everybody always says a great deal more than they know.

(*Goes down L. of table; sits on lower L. chair.*

SANDERSON (*coming toward her, eagerly*)—See here, now; on the level—tell me straight—aren't you going to marry David Bartlett?

KATE—I certainly am not!

SANDERSON (*taking her hands and bending over her in his coarse, admiring way*)—Then you couldn't do better than to marry me!

(*Enter* Professor, *door C. He comes in quickly and shuts the door as if to keep out the storm. Appears as if it were very cold.* Kate *and* Sanderson *do not hear him enter. As* Professor *turns from shutting the door, he raises his hands as if to undo his neck muffler; he sees*

Sanderson *and* Kate, *drops his hands and looks at them an instant, as if paralyzed, then turns quickly, exit C., knocks outside.* Kate *and* Sanderson *start and turn.*

KATE—Come in.

(*Re-enter* Professor, *door C. All three stand an instant looking at one another.* Kate *confused*; Sanderson *triumphant and the* Professor *removes his wraps, turning two or three times to give a jealous woe-begone look in* Kate's *direction.*

PROFESSOR (*hangs coat on peg, C.*)—Good evening; very cold.

SANDERSON—I've been to Boston to-day, to see about new furniture for my parlor. (*this in a braggiug, consequential tone*) Which do you think is the best way to furnish—odd pieces, or with a whole set?

PROFESSOR (*hanging up his hat on peg C.*)—Furniture? Odd pieces? Whole? No furniture I should say, whole furniture.

SANDERSON—Excuse me, but I was asking Miss Brewster.

PROFESSOR (*with another look at* Sanderson *and* Kate; *very woe-begone and jealous*)—Excuse me. (*Goes to stove.*

KATE—If you are asking me—odd pieces, I should think.

SANDERSON—Perhaps I'd better wait and let the future Mrs. Sanderson suit herself about the furnishing. (*Meaningly*). Don't you think that would be a good idea, Miss Kate?

(*The* Professor *gives them another look, anxious and miserable* Sanderson *goes up C.; gets box of flowers at hat-rack where he left them.*

KATE—Possibly it would.

SANDERSON—I was pretty busy in town—but I didn't forget *you.* I took the liberty of purchasing a little present for you. Accept these with my compliments. (*Down R. of table; takes from box a large bunch of fine roses and presents them to* Kate, *who is still L. of table.*)

Kate (*jumping up*)—Roses! Oh, how lovely!

(Professor *crosses R. at back, goes down extreme R. corner and sits.*

SANDERSON (*braggingly*)—They ought to be. Roses are roses this time of year I can tell you—just about worth their weight in gold. (*Gives a top-lofty glance at the* Professor,

KATE—You shouldn't have been so extravagant on my account; but they are ex-quisite, aren't they, Professor?

(*Crosses to him and holds them up before him with tantalizing admiration.*

PROFESSOR (*very dejected*)—Exquisite—yes—exquisite.

KATE (*as he speaks,* Kate *sme'ls the roses, then holds them up to his face*)—Smell them; *delicious*; aren't they delicious?

PROFESSOR (*feebly*)—Delicious—yes delicious—I—I—didn't know you were so fond of roses.

(Sanderson *watches* Kate, *puffed up with satisfaction at her admiration of the flowers but not altogether pleased at the attention she is paying to the* Professor.

KATE—I love them always, but now, when the whole country is wrapped in storms and snow, they seem a hundred times more beautiful.

(*Goes toward C. as she speaks, admiring and smelling of the roses.*

PROFESSOR (*rising*)—Has David seen them? (*with a sickly attempt at a smile*) David won't be jealous, will he?

KATE (*turns up stage and down again*)—Oh, David! David! David! why is every one talking to me about David? I'm sick of hearing David! David! I'm goin' to shout it out from the house top! "David can do what he likes and so will I"—for we're nothing to each other more than cousin, and never will be.

PROFESSOR (*coming to her quickly*)—You don't—you don't *mean* it?

KATE—I do—I do—mean—it.

PROFESSOR (*takes* Kate *by the arm and leads her R. He is very nervous and speaks confidentially, with a side glance at* Sanderson, *as if making up his mind to get in his word first*)—Really—if that's so—if that's really so—here's me—I mean—I'm here—that—is—you and I—

SANDERSON (*crossing R. quickly, determined to interrupt the confidential conversation between* Kate *and the* Professor)—Here, here, here, hadn't you better put these flowers—Break away, Professor; hadn't we better put the roses in water?

(*Has taken* Kate's *left hand, leading her back L., to table.*

KATE—Oh, yes—we must not let them wither.

Sanderson *takes up celery glass from table.*

PROFESSOR—Wither—no—mustn't wither—allow me—allow me to get the water. (*Looks for water in drawer of dresser, under the table and on hat-rack. Goes to stove and takes kettle of hot water; comes down L. of table behind* Kate *and* Sanderson, *who are at front of table*)—Ah, here's the water.

KATE (*holding glass out of reach*)—What! hot water? Professor! the idea of putting roses in hot water.

PROFESSOR—Oh, excuse me—of course hot water wouldn't do—beg pardon. (*Takes tea kettle back to stove.*

SANDERSON—Don't mind him; he's always in hot water (*Crosses L. to water pail and dips some water into celery glass;* Prof. *goes back to chair R. corner.*) Ah, here's what we're after; cold water, fresh from the well?

(David *enters L. door; sits in rocking chair.*

KATE—Look at these roses, David. Beautiful, aren't they?

DAVID (*without any appearence of interest*)—Very beautiful.

KATE—Mr. Sanderson brought them to me from Boston.

DAVID—Is that so? That's very kind of him.

(Kate *and* Sanderson *are arranging the flowers. He holds the glass; she is putting the flowers in it; he bends his head down, they converse aside. The* Prof. *watches them in expression of abject misery and jealously. Re-enter* Anna *with candle and plate of doughnuts* Anna *puts candle on dresser and goes to table and places dish of sauce; sees* Kate *and* Sanderson, *stands an instant, giving them a quick star angry look. Enter,* Mrs. B., *door R., with plate of doughnuts.*

MRS. BARTLETT (*speaking as she enters*)—Everybuddy's here 'n' I guess everything's ready for supper. We're ter'ble late to-night. Hurry 'n' git the biskits out o' the oven, Anna. I plumb forgit all about 'em. (Anna *goes to stove, opens oven door, takes out pan of biscuits, carries them to table R. H. corner; puts them on a plate and carries them to supper table.* Mrs. B. *goes to R. to* Sanderson) Perfesser, draw up to table, will ye? What's the matter, don't ye feel well?

PROFESSOR (*smiles a ghastly exaggerated smile of cheerfulness*)—Well? Oh, yes, well; perfectly well, thank you.

MRS. BARTLETT—Thought ye looked sorter down er's ef ye had a pain. Mabbe we ani't so lively ez we might be—Squire bein' gone 'n' all; mabbe ye ain't enjoying yerself?

PROFESSOR (*crosses to table.*)—Don't worry about me, Mrs. Bartlett—I 'm enjoying myself amazingly! (*looks at* Kate *and* Sanderson) Ha-ha-ha! amazingly!

(*Sits at table and relapses into gloom, he sits at lower chair, R. of table.*

SANDERSON—Yes, you look it.

MRS. BARTLETT—Set right down, Mr. Sanderson; come, Kate. (*They both sit down to table*; Kate, *upper L. chair*; Sanderson, *lower L. chair*; Kate *puts the glass of roses on the table.* Mrs. Bartlett *goes to* David, *who is sitting on rocker in despondent attitude; speaks in a tone of entreaty*) David, come to supper, won't ye?

DAVID—If it will please mother!

(*Gets up and goes to table, upper R. chair.*

MRS. BARTLETT (*pleased that* David *has consented to eat, bustles up stage and speaks to* Anna *in more cheerful tone*)—Hev ye got some tea poured, Anna?

(*Goes as to get it and then sits upper end of table.*

ANNA—Sit down, Mrs. Bartlett, I will wait upon the table.

(Mrs. Bartlett *is about to sit; those at table start to pass things around.* Anna *begins to pass the tea around. Enter* Martha Perkins *quickly, door C. She shakes the snow from her clothing, puffs and pants, and makes a great fuss as if cold and out of breath.*

MRS. BARTLETT—Why, Marthy Perkins! It ain't never you!

KATE—Martha! Out in this storm!

(Omnes *exclaim in surprise at seeing* Martha, *while* Mrs. B. *takes hood and furs from* Martha.

MARTHA—Good land! It's jest ter'ble. Who'd expected to hev such a blizzard in March? (*lays stress on March blizzard*) Thought I'd never get here.

(*Goes to stove, rubs her hands and warms herself, and removes snow-covered overshoes.*

MRS. BARTLETT—What fetched ye out in sech a storm, Martha? (Mrs. Bartlett *hangs up* Martha's *things.*

MARTHA (*her back to stove, warming herself*)—'Twant so bad when I started—didn't hev no idee 'twas goin' to git so blustry—jest thought I'd run over 'n' set for a spell—didn't know ye hed comp'ny. (*Nods to* Sanderson.

SANDERSON—Good evening, Miss Perkins.

MARTHA—And the Perfesser.

(*Bows to him.* Professor *rises, bows.*

MRS. BARTLETT—No one thet's strange to ye, Marthy. Set by 'n' hev some supper.

MARTHA—Hed supper long ago—but I don't mind takin' a cup o' tea, t' sorter warm me up. Dunno, but ye'll hev to keep me over night if the storm git anny wuss.

MRS. BARTLETT—Ye may's well set right down Amasy's place—they ain't no likehood he'll be here to-night.

(Martha *goes to front of table and sits back to audience slightly exposing white stockings*; Mrs. Bartlett *sits at table. Everybody begins supper; all offering some article to* Martha.

MRS. BARTLETT—Anna, pass the biskits to Marthy.

MARTHA—I can't refuse one o' *them*! Miss Bartlett does beat all creation a makin' sody biskits! Must hev a secret way of kneading dough. (*takes biscuit from plate, which* Anna *passes*) Don't you think so, Perfesser?

(*Her face close to* Professor's *at her L.*

PROFESSOR (*absently, with his eyes on* Kate *and* Sanderson, *who sit together and opposite him*)—Dough so? Oh! So-so.

MARTHA (*jumping up; goes L. of table; takes roses*)—For land stakes, Kate! What's them? Reel roses in dead o' winter.

(Anna, *exit to stove.*

KATE—Yes, a present—came from Boston.

MARTHA—Wan' to know. Guess ye must hev a *beau.* Looks like it, don't ye think so, Perfesser?

PROFESSOR (*mopping his brow with his napkin as if very nervous and distressed*)—Beau? Oh, think so—yes, just so.

MARTHA (*going back to her seat lower end of table; sits*)—Whut do *you* say, Mr. Sanderson?

SANDERSON (*half laughs and gives* Kate *a bold glance of admiration*)—Beau! Well, I should say so; you are just about right, Miss Perkins. (*He leans to* Kate *familiarly.*

(Anna *is about to lift stove lid. She sees and hears, and realizing that* Sanderson *is making love to* Kate, *lets stove lid fall with crash to interrupt him; he jumps; looks at* Anna *angrily.*

KATE—Why, Anna; what's the matter?

ANNA—Nothing—nothing. The lid slipped out of my hand—

(*Stoops and arranges lid, etc., in haste and confusion.* Sanderson *scowls and resumes his seat.*

MARTHA—Land o' Gothen, what's keepin' Amasy; *heerd* Squire's gone away—didn't hev no idee he'd be gone so long. Thought *mebbe* he might a brought back some news o' some kind.

Anna *crosses to R. of dresser.*

OMNES—News!

MARTHA—Natchelly—when enny buddy goes away—they're kinder expected to hear er see suthin' wuth tellin (*gives* Anna *a sharp look.*) Must be suthin' dreffle perticler a keepin' him.

MRS. BARTLETT (*quickly and nervously, also glancing at* Anna)—Mebbe so—mebbe so—'Tain't possible to say.

HI (*outside*)—Here we be—Squire's come!

(*Everyone moves in expectation of the* Squire's *entrance.* Mrs. B. *rises in apprehension, gives a quick glance of fear at* Martha, *then an anxious one at* Anna; *everybody makes some exclamation of gratification.*

MRS. BARTLETT—Ye'd better move 'round, Marthy. Anna, fix Squire's place at table.

(*Enter* Squire, *C.,* Kate *and* Mrs. B. *take his cap and muffler;* Squire *mutters and brushes away the snow from his coat.*

All together, *as the* Squire *enters.*

PROFESSOR—Welcome—glad—got back—eh?

SANDERSON—Squire, how are you?

MARTHA—Lor! I've got your place, Squire.

DAVID—Welcome home, Father.

MRS. BARTLETT—I'm glad yer home, Amasy.

KATE—Just in time for supper, Uncle.

SQUIRE—Thank ye—thank ye—I'm glad to git back. Looizy; Kate, my girl—David, my lad (*pats him on shoulder*) How do, Perfesser? (*shakes hands with* Prof.) (*to* Martha) Ah, Marthy; How are ye, Mr. Sand'son? I'm glad to see ye all in my house.

(Squire *stands C.,* Anna R. *She does not speak, but looks at him wistfully as if waiting for him to notice her; he turns away from her; she crosses L., puts cup and saucer on table; turns again to* Squire; *sees he will not notice her; crosses to R. behind him to little table R. corner; comes down C. near table.*

DAVID—Father, you don't see Anna.

SQUIRE (*right of* David)—How do you know I don't see the girl? Mebbe I don't want to *see her.*

(*At this there is a general movement of consternation at upper end of table.* Sanderson *is L. of C. table, where he remains throughout rest of act, with scarcely any movement.* Martha *has gone up to stove, where she remains till end of act.*

DAVID—Father! What do you mean?

SQUIRE—I mean whut I say! I don't want to look at the girl—nor I don't want nothin' more to say to her.

MRS. BARTLETT (*coming to his side L, between him and* David)—Amasy! don't be too hard on her.

KATE (*comes down R. of* Squire *between him and* Anna, *in a lively tone, as if trying to pass the whole thing off*)—Come, come, Uncle; you're tired from your journey, and you're cross. After supper you'll be yourself again. (*turns to* Anna) Anna, don't mind what he says—put down his plate and get his supper ready.

(Anna *goes toward table in a hesitating way.* Kate *and* Mrs. B. *near dresser.*

SQUIRE—She nedn't do it—I tell ye! I want no supper of *her* gettin'! (Anna *stops arranging the dishes and stands at the R. table without moving*) Time's come when her room's better nor her company. (*crossing R. corner,* Anna *staggers backward up stage*) And the sooner she goes the better.

(*A pause for a second. Then without a word, a look, or movement of protestation,* Anna *goes slowly up C. to where her cloak is hanging against the wall. She takes down the plain cape and hood that hang on the pegs, puts them on and starts to exit at door, C.*

DAVID (*who has been standing at lower end of table, goes up quickly, placing himself between the door and* Anna; *closes the door*)—Stop Anna! You can't go out to-night in this storm. Father, you've always been a stern man, but you've never been a cruel one till now, and you are cruel when you drive this homeless, friendless girl out of the house!

SQUIRE (*rising in angry surprise*)—So! You're takin' her part, are ye?

DAVID (*up C., R. of* Anna)—Yes, for I think you are unjust, and that you will repent what you are doing! What has this girl done? I've watched her ever since she's been here, and I've never seen one act, or heard one word that was not modest

and womanly. She's served you faithfully and well—and she don't deserve this disgrace.

SQUIRE (*down R. corner, comes back to audience*)—Whut do you know about her, er whut she deserves? I say, I won't hev her here no longer, 'n' if she wants to go out of that door, you stand aside and let her go.

ANNA (*in agony and grief*)—Yes, yes; let me go! let me go!

(*Starts to go.* David *stops her.*

DAVID (*passionately*)—Father, if Anna is driven out of that door, your son goes also!

SQUIRE (*staggered; slight pause*)—What's that? Do ye mean to say you'll leave your father's roof because of that girl, that's nothin' to ye, one way er the other?

DAVID (*taking* Anna's *hand, leading her down R. of table*)—She is all the world to me—I love her.

SQUIRE (*advances toward* David, *C.*)—You *love* her? Love *her*? Ye dare say this to *me* 'n' before Kate, that's to be yer wife?

KATE (*comes to* Squire, *R.*; *takes his hand*)—No, uncle; not his wife; we can't control our hearts. David belongs to Anna—and you must have it so.

SQUIRE (*pushing* Kate *away, gently*)—Never—never! *What! My son* marry this stranger—this *beggar*—without a home or a name? Whut did I say when I tuk ye in agin my will, ye ingrate? Didn't I say I'd live to be sorry for it?

(Anna *stretches out her hands towards him.*

You've turned on me, 'n' struck me in the heart! Ye've come between me 'n' my dearest wish! But it shan't be! Go! Out o' thet door, and never let me see your face again!

(*Turns away R.*

DAVID—Take care—father! I'm your son, and I don't want to forget that—but I'm a man, and you are insulting the woman I want for my wife!

(*Takes* Anna *in his arms.*

SQUIRE (*drawing back*)—The woman ye want fer yer wife *'n' what is she?* I heerd, but I wouldn't believe till I ben 'n' found

out fer myself! Ask her about the child, 'bout the child that's buried in Beldin churchyard—

(Anna *totters toward* Squire, *imploringly; sinks at his feet, back to audience.*

a child thet she's mother of 'n' no father to show fer it. Her child, that died without an honest name to it—

(*Backs away R. to* Kate *and* Mrs. B.

David *has backed up stage to chair, upper R. side of table, where he sits dazed;* Anna, *after a pause, holds out her hands appealingly toward* David; *he turns away, goes up to window, back to audience.* Anna *staggers to her feet; slowly goes up to C. door; opens it wide, gets half out, stops, looks back at* Squire, *who has been watching her but now turns away, leaving the door open.* Anna *comes back into room a few steps.*

ANNA—You found out so much! You found out that I had been a mother! You found out that I had borne a child and endured the agony of losing it! Did you find out also that I had believed myself to be an honorable wife? That the father of that child was a wretch who betrayed an ignorant girl through a mock marriage—

DAVID (*with a cry of relief and joy, springs toward* Anna)—Anna, forgive me!

David, Squire, Kate, Mrs. B. *and all but* Sanderson *speak together.*

SQUIRE (*abashed and trembling*)—Air ye speakin' true, girl?

MARTHA—Is it possible?

MRS. BARTLETT—Poor girl—poor girl!

KATE—Anna! Anna!

ANNA (*impatient gesture*)—You have been hunting down the defenseless girl who only asked to earn her bread in your house. There is a man, an honored guest at your table—why don't you find out what his life has been? For he (*point-*

ing to Sanderson), is the father of my child—he is the man who betrayed me!

(Anna *starts to go.* David *at upper end of table clinches his fist and turns on* Sanderson *with a look of rage.* Professor *stops him.* Sanderson *in confusion in chair, L of table.*

(*Altogether.*)

SQUIRE—Stop girl—stop a minute.

KATE and MRS. BARTLETT—Don't go, Anna.

MARTHA and PROFESSOR—Wait Anna, wait a minute.

ANNA (*turns at door, which has been standing open*)—Don't speak to me—I never want to *see* any of you again.

(*Exit quickly, leaving door open. Heavy snow whirls in and the wind roars and whistles. All hold their attitudes till curtain.*

Anna. Martha.

Kate. David.

Squire. Professor.

Mrs. Bartlett. Sanderson.

CURTAIN.

Act IV.

Time—*Early morning. Borders half white, half blue. 1-3 of foots at R. end blue; other 2-3 red and white. Blue lime-lights on back and big drops throughout scene.*

Scene—*R. of stage, snow woodland. 3 large drops and back drop. Three-quarters of stage occupied by old maple sugar shed. Snow wood borders, showing above roof which slopes downward at back. Practical door with latch and string in R. boxing. Near front edge small, square windows in same boxing just half way between door and back; door opens inward; opaque window in R. half of backing. Large double deck bunk against L. half of backing. Large brick oven against L. boxing, 4 feet from front edge. Brick chimney painted on L. boxing to match oven. Iron door in front side of oven, always standing open showing wood fire. Red light showing out of it. Several barrels in L. hand corner. Large arm chair made out of barrel front of oven. A "form" bench without any back, C., ends extending beyond legs to upset easily.*

Discovered—Sam *discovered asleep in lower bunk.* Zeke *discovered asleep in upper bunk. Music at rise. After curtain up, enter* Hi Holler, *R. 2 E., much muffled up, with lighted lantern; goes to the door and knocks.*

Hi—Say, wake up, will ye an' leave me in.

Sam (*starting up*)—Who's there?

Hi—It's me, Hi Holler. Hurry up and let me in.

Sam (*has gotten up and opened door; as* Hi *enters*)—Why what's up, Hi?

Hi (*goes to oven and warms hands*)—Anna's run away from the Squire's an' we've all been out in the blizzard all night a lookin' for her.

Sam—Gee! What did she do that for?

Hi—Ain't got time to tell you now—can't you boys turn out and lend a hand lookin' for her?

Sam—Why, of coorse we will, Hi.

(*Puts on cap and muffler. Zeke does same.*

HI—Go up the mountain, boys—I'll come after you in a minute.

SAM—All right, Hi—come along, Zeke.

(*They exit, R. door and off R. 3 E.*

HI (*sitting in barrel chair at oven door*)—Jimminy, but it's cold—guess I'd better put some more wood on the fire to keep the sap a bilin' while the boys is away (*puts several sticks of wood in oven; yawns*) I'm so tired I could go to sleep standin' up (*yawns*) This is pretty com'ferble. (*Falls asleep.*

Enter Kate *and the* Prof., *R. 2 E., muffled up.*

PROFESSOR—Here's a house or a shed or something? Wonder if anyone lives here.

KATE—Some one must—I saw smoke coming out of the chimney.

PROFESSOR—Let's inquire—Perhaps Anna's here, or may be they've seen her (*knocks; listens*) I don't believe there's anyone at home.

KATE—Oh, I know, this is the Johnson boys maple sugar shed. They're getting ready for sugar making. (*Listens at door*; Hi *snores*) There's some one in there—I heard a snore.

PROFESSOR—Maybe it's Anna. (*Hi snores loudly.*

KATE—No, it's a man's snore.

PROFESSOR—Oh of course then it couldn't be Anna; Anna couldn't snore a man's snore, could she? (*listens at door*; Hi *snores very hard*) Sounds like a pig; maybe it's a pig-pen.

KATE—Let's look in the window (*Goes to window.*

PROFESSOR—Window, window, where's window?

KATE (*at window, sees* Hi)—Why, it's Hi Holler.

(*Runs to door, opens it by latch string, runs in followed by* Professor; *both go to* Hi *and begin to shake him.*

KATE—Wake up, Hi—wake up; what are you doing here?

HI (*only half awake*)—Ain't been here but a minute; been wadin' 'round in the snow lookin' and hollerin' fer Anna, till I could't stand up and holler no more for no one.

(*Drops chin on breast and snores;* Kate *and* Professor *shake him.* Kate *R., and* Professor *L. of him, bring him to C., and keep him on his feet.*

KATE—Oh, stand up, Hi—stand up. Where's David?

HI—Dunno—ain't see him sence he went to the depo—him an' me both went there thinkin' maybe Anna would make for the cars—but she—never—came—nigh—

(*Falls asleep over these words and snores.*

KATE—Wake up, Hi—Keep awake. (*She and* Professor *shake him*) What did David do then?

HI—He grabbed me by the arm and said: "Go, Hi, an' look fer her in the woods, an' I'll go to the lake"—an' so he did, and I ain't seen him since.

KATE—The lake! David was going there to look for Anna. Maybe he's fallen in.

HI—Shouldn't wonder—guess maybe that's where they both are—I kin jest see them a fallin' into one of them ere air holes.

KATE—Oh! Oh! (*Stops ears with hands and goes up C.*

HI—I'm goin' home—I'm hungry—'n' I want my breakfast. (*Crosses R. to door.*)—Ain't you folks comin' home to breakfast?

KATE—No, no; you go, Hi, you can't do anything more.

HI—No, not'n less I go to the bottom of the lake. Guess I don't need this lantern no more.

(*Blows it out as he exits, R. 2. E.*

KATE—Did you hear what he said?

PROFESSOR—About the lake? Yes.

KATE—What if it should be true.

(Kate *sits C. of bench and weeps.*

PROFESSOR (*coming down L. of her*)—Don't cry—mustn't cry—won't do any good. (*Sits beside her.*

KATE—Oh, I must—I must relieve my feelings.

(*Buries her face on his right shoulder.*

PROFESSOR (*much pleased with situation*)—Yes, of course—that's right, cry—cry all you want to.

KATE—No, I must try to stop crying. It won't do any good (*Raises head.*

PROFESSOR (*again replacing her head on shoulder*)—Oh, yes it will—yes it will—do you lots of good—do me good too.

KATE—Oh, that wretch Sanderson. (*Raises head.*

PROFESSOR (*replaces her head*)—Yes, wretch, that's right—call him wretch.

KATE—I hate him. (*Raising her head.*

PROFESSOR (*replacing head*)—That's right, hate him, hate him.

KATE (*raising head again*)—I hate all the men in the world. (*jumps up and goes R. As* Professor *has been sitting on extreme L. end of bench, it tilts up and spills* Professor *on floor*) Oh, Professor, are you hurt? (*Runs back to him.*

PROFESSOR (*getting up*)—No, no, I'm not hurt. But you were saying? You were saying?

KATE (*R. C. front*)—That I hate all the men in the world. I dare say, they are all wretches, if we only knew it.

PROFESSOR (*C. front*)—Oh, I'm not. I can't let you think I'm a wretch.

(Professor *now has his glasses off, since his fall.*

KATE—I believe you. (*goes to him, looks straight in his eyes*) I don't believe you are a wretch. Oh, Professor—what beautiful eyes you've got?

(*As she speaks she passes to L. of him, back to audience.*

PROFESSOR (*delighted*)—Think so—Oh! you're joking.

KATE—No, really; I never saw them without glasses. They are lovely.

PROFESSOR (*pleassd but confused*)—Oh, come now; you're making fun of me.

KATE—Oh, indeed I'm not. You ought never to wear glasses.

PROFESSOR—Really, do you think so? (*put glasses in case, case in pocket, buttons coat over them*)—Anything else?

KATE—M—m—m—You might get your hair cut.

PROFESSOR—Too long—think it's too long? (*aside*) Barber's to-morrow. (*Feels bald spot*)—But—this—how about this?

(*Turns back of head toward audience to show bald spot.*

KATE—That! Oh, I forgot about that (*dejectedly*).

PROFESSOR—I might wear a toupee.

KATE—Oh, I hate toupees.

PROFESSOR—A wig then—I might get a wig.

KATE—I detest wigs.

PROFESSOR—Do I understand, then, that you'll take me *bald*?

KATE—Bald! (*Bursts out laughing, aside.*

PROFESSOR—Yes. Bald, toupee, or wig—wig, toupee or bald?

KATE (*turns to him and lays head on his breast*)—Bald.

PROFESSOR (*arms around her*)—Come, let's sit down again. (*Takes her to bench, as he goes to sit beside her, L., remembers his fall; gets stick of wood to prop up end of bench*; Kate *moves to L. end of bench to warm her feet.* Professor *then goes to R. end of bench; props that up. Sits; tries if bench is secure; then slides along to* Kate; *puts arm L. around her*) When is it to be?

KATE—Oh, Professor, this is so sudden.

HI (*entering door, R.: shouting*)—They're comin'

(*Turns, sticks head out of door, looking R. His sudden shout startles* Professor, *who jumps up—letting* Kate *fall—exactly as he did.*

KATE—Oh, mercy!

PROFESSOR—My! my! my! Miss Kate—you're not hurt! I'm so sorry—I didn't mean to—(*helps her up*)—Thought I'd fixed it. (*looks for propping stick*)—Oh, I see, I propped up the wrong end.

HI—They're comin', I tell ye.

PROFESSOR—Who's coming?

KATE—David and Anna?

HI—No; the Squire an' Miss Bartlett and Marthy Perkins. I couldn't pass 'em so I run back—I don't want to meet the Squire when I ain't got lots o' room to git by.

(*Crosses L. to barrels.*

Kate *and the* Professor *run to window, R.* Squire, Mrs. B. *and* Martha, *all talking as they come toward R.* 2 *E.*

MRS. BARTLETT—Ye must a been mistaken, Amasy.
MARTHA—'Twan't possible to tell so far off.
SQUIRE—I swear I see Hi Holler a runnin'.

Enter Squire, Mrs. B. *and* Marthy Perkins.

SQUIRE—Why, here's tracks. More tracks 'n' one. (*opens door of shed*; *enters*; *goes to C.*)—Why, here's Hi Holler, now!

(Mrs. B. *and* Marthy *have followed him in.* Kate *comes down to* Mrs. B., *R. C.*

MRS. BARTLETT—And Kate.
MARTHA—'n' the Perfesser. (*as* Professor *drops down R.*
SQUIRE—Whut ye run fer when ye see me comin'?
HI—'Cause I—I felt zif I wanted tew!
SQUIRE—Whut ye feared o' me fer? Ye ain't—ye ain't got 'n' bad news fer me—hev ye?
KATE (*going to R. of* Squire)—No, Uncle, don't be alarmed—there is no bad news, yet.
SQUIRE (*to* Hi)—Ye seen anything o' David?
KATE—No—no. (*Signal to* Hi, *but he pays no attention.*
HI—Not since he started for the lake.
SQUIRE—Fer *what?*
HI (*stoically*)—Fer the lake—huntin' fer Anna.
SQUIRE—D'ye mean to say, ye let him go to hunt over thet ther lake in the dark 'n' the blindin' snow, 'n' never come to tell me?
HI (*is down in R. corner, begins to blubber*)—I done what David told me to do! Whut in darnation you gibme all the blame fer?
SQUIRE—Oh, ye thund'rin' idjit!

(*Strikes at* Hi *with cane, hits a barrel, makes a break for him*; Hi *dodges and runs across stage to R., behind* Mrs. Bartlett *and* Martha.

HI—'Tain't my fault—none on 't 'n' I'm gittin' all the blame! I done all I kin—I'm hungry—I'm going to git my breakfast!

SQUIRE (*starts at* Hi)—Git out, you fool (*exit* Hi *R. door, and runs off R.* 2 *E. To* Mrs. Bartlett *and* Martha, *who have intercepted him*) Git out o' my way.

MRS. BARTLETT—Where be ye goin'?

SQUIRE—To the lake, of course—to the lake. (*Has a twinge of pain; puts hand to heart; falters*) No, no, I got to rest a spell—I must set down, if it's only for a minute. (*Helped to bench, C., by* Professor *and* Mrs. Bartlett) The lake—'n' the ice is full o' big holes—I know—most like—in the darkness 'n' the blindin' snow—he's fell into one of them holes—'n' gone forever—the girl, too—mebbe.

MARTHA—Now, don't ye, Squire, don't ye give way! Ye ain't sartin o' nothin', yit.

SQUIRE—I'm sartin of one thing (*starting up*), they wouldn't a bin no trouble, on'y fer you meddlin' 'n' p'kin' yer nose into ever'budy's bizniz. (*Resumes seat*) Darn these meddlin' wimmin.

MARTHA (*R. of* Squire, *going to him*)—That's jest like you, Amasy Bartlett, and like all the rest o' the men, when ye git into trouble, ye've got to throw it on to the wimmin. D'o ye mean tew say, ye'd a took Anna peaceable fer a daughter, no matter whut er who she was?

MRS. BARTLETT (*R. of* Martha)—Don't, Marthy, don't ye nag him.

MARTHA—'n' bein' it's all the trewth, ain't it better found out now than bye and bye? Now, I ain't goin' to stay here and have the blame laid on me—I'm goin' hum. (*Crosses to door R.*

MRS. BARTLETT (*going down L. of* Martha)—Oh, Marthy; don't leave us in our trouble.

SQUIRE (*still seated C.*)—Stay with Looizy 'n' don't mind me I'm turned upside down with the grief that's in me. My feel-

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in's is all harrowed up, not knowing if I'll ever see the boy alive again—er whut's to be said between us if I do?

(*Sinks head on hands, weeping.*

MARTHA (*crosses L. to* Squire *and behind him*)—Thar's jest one thing to do—'n' thet's to keep on alookin'.

SQUIRE—(*getting up and crossing R. as he speaks*)—Thet's it—let's go on—let's go on (*stops outside door*) and if we don't find 'em, may the Lord have mercy on me. (*Exit, R. 2 E.*

KATE (*coming down L. of* Mrs. B.)—We'll go with you, Uncle.

MRS. BARTLETT (*R. of* Kate)—Yes, Kate; It's a comfort to me to hev ye 'n' the Perfesser clos't to hand. I'm feared o' whut we'll mebbe find out when we git to the lake.

SQUIRE (*outside, R. 2 E.*)—Come—don't stand gossipin' there. Ain't ye never comin?

MRS. BARTLETT—Yes, yes; we're comin'. (*Exit, R. 2 E.*

Enter Sanderson, *R. U. E. Remains up.*

KATE—Come, Professor. (*Taking arm of* Professor, *who is L. of her.*

MARTHA (*who has dropped down extreme L., taking the* Professor's *arm*)—Ye've got to take me with ye.

PROFESSOR—Eh? Oh, yes; of course—beg pardon—come along. (*Exit* Kate, Professor *and* Martha, *hurriedly, L. 2 E.*

(Sanderson *stands back out of sight until all are off; comes down and looks off after them.*

SANDERSON (*coming down stage*)—Still searching—then Anna hasn't been found yet. I wonder if any of the boys are in the cabin (*enters shed.*)—No one here. (*looks in bunks*)—They've turned out early; I wonder where Anna is. (*goes to door and looks off in direction where* Squire *and others made exit*). I'm glad they didn't see me. Not that I intend to fight shy of them. (*coming to fire and warming himself, L.*)—The row will soon blow over and Kate will forget all about it.

DAVID (*calls outside, R.*)—Anna! Anna!

SANDERSON (*crossing R. to window*)—There's that fellow, David.

DAVID (*calls again outside, R., and louder, as if nearer*)—Anna—Anna.

SANDERSON—I bet he'll come in here. Well, I suppose I've got to settle with him some day—I may as well do it now.

(*Enter*, David, *R.* 2 *E.*

DAVID (*stops at door*)—Anna! Anna! Why, there have been people about here this morning—the snow's all trampled down. Some one has found her! She's here (*enters*) Anna! Anna! No, there's no one here. (*Turns R., to go out R., sees* Sanderson)—Oh, it's you, is it, Sanderson?

SANDERSON (*who has dropped down R. C.*)—It is Mr. Lennox Sanderson, at your service.

DAVID—I always knew what kind of man you are—and I was never glad to see you till now. (*Seizing him by collar.*

SANDERSON—Let go—let go. (*Strikes* David's *arm with whip.*

DAVID (*catching whip in L. hand; wrenching it away*)—You ruffian!

SANDERSON—Oh, you want to fight, do you?

DAVID—Fight! There's murder in my heart when I think how you've ruined a good woman's life.

SANDERSON—You're a fool to take up the quarrel of another fellow's mistress.

DAVID (*striking him across the chest with whip*)—Take that back. (*bus.*)

SANDERSON (*R., taking off cap and gloves, etc.*)—I don't have to. So you want to fight; well, I guess I can give you as good as you send—and perhaps a little better.

(*Fight between* David *and* Sanderson. *As soon as fight begins* Seth *and* Sam *begin talking off R.* 2 *E., and work up. Exciting voices during fight.* Seth *has* Anna's *cloak.*

SETH—Why, Sam; what's going on in the shed, there—

SAM—Two men fighting.

SETH—Who can they be?

SETH and SAM (*together*).

Why, it's David Bartlett and Len Sanderson. Hurry—let's hurry and stop 'em. Here! Say—stop—stop your fightin'—David—Mr. Sanderson, what's the matter?

(*Enter both R. 2 E.* Seth *drops* Anna's *cloak as soon as he's in.* Sam *first, as* David *throws* Sanderson, *and separates them.*

SETH—David—David—let go. What ye tryin' to do? Remember yourself.

SAM—Mr. Sanderson, this won't do. Stop it—let me help you up.

(*Raises* Sanderson, *L. C.* David *and* Seth, *R. C.* David *and* Sanderson *separated.*

DAVID—Never let me hear you say that word again.

SETH (*R. of* David—*picking up* Anna's *cloak where dropped on entering*)—Dave, ain't this Anna's cloak?

DAVID—Yes, where did you find it?

SETH—Way up the hill—jest pretty night covered up with snow.

DAVID—Seth, I'm afraid she has perished in the storm, I'll go now and look for her (*going R.*) Bring the neighbors as soon as you can.

(*Exit, R. 2 E., running.* Sanderson, *crosses R. to get his cap, muffler, etc.*

SETH—Dave Bartlett kinder got the best of ye—didn't he?

SANDERSON—Well, I'll pay him back. I guess I know just about the way to do it, too.

SETH—Well, ye'd better not whistle till ye're out o' the woods.

Enter Rube Whipple, *R. 2 E.*

SANDERSON (*gives* Seth *threatening look*)—Oh, Pshaw. (*Stalks out of cabin door. Runs into* Rube *as he comes in without stop-*

ping to see who he is and gives him a shove.)—Oh! get out of my way.

(*Exit hurriedly, R. 3 E.* Rube *slips and falls down; gets up with difficulty.*

Rube (*enters house brushing himself off and straightening himself up; crosses L. to fire*)—What is the matter with Mr. Sanderson, he is so excitable he quite upsets me. What's all this rumpus about Anna Moore?

Seth—She's lost.

Rube—Then why didn't you send for me? Anything lost, strayed or stolen comes to the town constable. Anythin' been seen on her?

Seth—I found her cloak way up on the hillside.

Rube—Then that's where she be. (*Crosses R.*)—It's tarnation cold. Got any of them bitters with ye?

Seth (*L. C.*)—Yes. Have some?

Rube—Jest a drop—you'd orter sent for me sooner, but it ain't too late yet. (*Pockets bottle. Exit door, R.*

Seth—Hi, Rube; you're takin' away my Long Life Bitters.

Rube—I won't keep 'em long. I guarantee to have the girl here inside half an hour—I got my eye on her. (*Exit, R. 2 E.*

Seth (*calls after him*)—Well if you don't bring back my Long Life Bitters there'll be a searchin' party out for you.

David (*outside, R. 2 E.*)—Run ahead Sam, and open the door. (Sam *enters, opens door.*

David (*as he enters, R., carrying* Anna, *he sees* Seth)—Holcomb, I'm glad you're here yet (*crosses and puts* Anna *down in chair near oven*) Run for Dr. Wiggins, will you—get him here just as quick as you can.

Seth—You run ahead, Sam—you're spryer'n I be. Ye don't suppose she's dyin', do ye, David? (*Exit,* Sam, *R. 2 E.*

David (*trying to revive her*)—No, no, Seth, I hope not; but hurry, Seth—hurry for the doctor.

Seth—All right, David. I'll run like lightnin'.

(*Exit, hobbling run, R. 2 E., leaving the door open.*

David *kneeling L. of* Anna, *who is in barrel chair in front of oven, placed so that red glow from calcium light covers her.*

DAVID—You're safe now, Anna—no harm shall come to you; can't you understand what I am saying—speak to me.

ANNA (*half unconscious; not recognizing* David; *shivering*)—Oh, I am so cold—so cold.

(David *jumps up quickly and crosses to door and closes it, then comes back to* Anna.

DAVID—Don't think of that, Anna. You are with some one now that loves you; some one who will take care of you; and you'll never suffer any more.

ANNA—What did you say—never suffer any more—again—never—suffer—any—more—how good that is; (*still bewildered*) —but I was going somewhere—let me think—I was going to the lake. (*Gets up slowly as if very weak.*

DAVID (*gently pushing her back in chair*)—To the lake, Anna —no—no—I want you to stay here; you know me, you know it's David, don't you?

ANNA (*half or partly unconscious of what he says*)—David—yes —yes—I know you, Mr. David.

DAVID—Then listen to me, Anna. You must be my wife. You must never go away from me again.

ANNA (*as if struck by a sudden thought*)—Go away—that's it— I must go away—I forgot. (*walks painfully down stage towards R.*)—Oh, it's so cold and the wind blows so hard, but I must go on to the lake—the lake (*pause. She looks puzzled; then a light seems to dawn upon her as if she sees the lake in the distance*) —Why, there it is now—there's the lake—if I can only reach it no one can drive me away from there—there I shall find rest and peace—I can stay there forever and forever.

(*Staggers backward and faints in* David's *arms; he takes her gently to chair.*

DAVID—She has become unconscious again and I can do

nothing for her (*kneeling L. of her and rubbing her hands to restore circulation.*) If the doctor would only come.

Enter Squire, *R.* 2 *E., head bowed in grief; goes in door, closes it; goes toward fire; sees* David.

SQUIRE—David—be that you? (*Almost in a whisper.*

DAVID—Yes, father.

SQUIRE—It's no deception—it be you fer sure. (*goes up to door, R., and calls*) Here, Mother; all of ye. Here, come here! Hurry, will ye? David's here. (*enter,* Mrs. Bartlett, Martha, Kate *and the* Professor, *R.* 2 *E.*) He's here—he's got the girl with him.

MRS. BARTLETT—Oh, David.

(*Runs to him.* Kate *goes to L. of* Anna. Martha *and* Professor *up R.*

DAVID—Mother, what brings you all here?

MRS. BARTLETT—We've been all night lookin' fer ye—we was feared fer ye.

SQUIRE—An' we wanted to ask ye 't come back 'n' not to leave us.

Enter Rube, *R.* 1 *E.*

RUBE—Here they be, and they've got the Doctor with them.

Enter Seth, Sam, Doc. *and* others, *all talking together, R.* 2 *E., running.*

SETH and SAM—Here's the doctor—here's the doctor, we've got him—here he is. (*they drag and push* Doc. *through door to C.*

DOC.—Well, this is a sprisin' occasion (*going over to* Anna, *kneels by her*) Gal pretty bad, eh? Les see, les see (*feels her pulse, her head, etc.*)

(Seth *C.,* Sam *and* Zeke *up, crosses R. at back.*)

SETH—Tuckered right down, ain't she? (*everyone is watching* Anna *and the door, R.*)—Nothin' seems to revive her.

MRS. BARTLETT—Wish I'd brought my camphire bottle.

SETH—Put some mustard plasters on to the soles of her feet, mustard's terr'ble livenin'.

DOC.—Hain't anyone got a drop of brandy?

MARTHA (*down R.*)—Brandy! I hope they're ain't nobidy here intemperate enough t' hev enny brandy.

MRS. BARTLETT (*behind* Anna's *chair*)—I've got some elderberry wine to hum, if somebudy'll run for it.

DOCTOR—No, no, no, not elderberry wine.

SAM (*up C.*)—We've got a jug of hard cider here, Doctor.

DOC.—Oh! Drat yer cider.

SETH (*R. C.*)—You might give her some o' my Long Life Bitters, Doctor.

DOC.—Darn yer bitters.

SETH—Hain't never tried 'em, hev ye?

DOC.—No, I don't what to pizen myself.

(Seth *whispers to* Doctor.

DOC.—You don't say—give me a taste on 'em? (*bus.—tastes bitters*) um—best substitute for brandy I know on, Bourbon whiskey.

(Kate *gets tin cup up L.*, Doc. *pours some of the liquor out, gives to* Anna.

MARTHA—Whiskey! Seth Holcomb, I'm shamed on ye!

SETH—Tain't no such thing, Marthy—it's jest vinegar bitters.

MARTHA—Don't believe a word on it. You've been pretendin' to take rheumatiz medicine all these years to guzzle whiskey on the sly—and you needn't never speak to me no more. (*Turns her back on him.*

(Seth *looks quite helpless, R. C.* Anna *has shown signs of reviving.*

MRS. BARTLETT (*still standing behind* Anna)—She's a comin' to—she's a comin' to.

DOC.—Yes, thet's pretty powerful stuff—(*giving bottle back to* Seth)—That's mighty good whiskey, Seth.

(Seth *takes bottle to put back in his pocket when* Martha *snatches it out of his hand; goes down to door, throws bottle off, R. 3 E. Two property men catch it in blanket --loud crash by breaking a large bottle and letting pieces fall into a padded box.*

MARTHA (*coming back to* Seth, *R. C.*)—Now, Seth Holcomb, if you ever expect me to become *Mrs.* Holcomb, you'll take the pledge.

SETH (*taking stage, L.*)—No, I'll be darned if I ever do. I jest can't get along without my Long Life Bitters.

MARTHA—Well, I don't object to the bitters—but I'll buy 'em myself—

SETH—All right, Marthy—I'll take the pledge.

(*They go up right, together.*

ANNA (*partly recovered and a little dazed, looks around.* Mrs. Bartlett, Kate *and* David, *and everybody and the* Squire *rises*)—Oh! How did you all come to be in this strange place, together?

Sanderson *enters R. 3 E., looks in window.*

DAVID (*gently putting* Anna *back in seat*)—Never mind, Anna, don't try to remember anything now.

SQUIRE—Come, David, let's be goin' home.

DAVID—That can't be father, unless. (*Indicating* Anna.

SQUIRE—The girl can come back too, if she wants to.

DAVID—As my wife, father?

SQUIRE (*pauses a second, then replies*)—Well, we'll talk that over, David.

DAVID—Father, I've always tried to be a good son to you, and I have always obeyed you, and never crossed your wishes —but, I must choose my wife as you choose mother, there—*I must choose the woman* I love—that woman is here beside me —and neither father nor mother has the right to come between us.

KATE (*dropping down R. of* Squire, *who is in C.*)—Come, Uncle, give David and Anna your blessing.

PROFESSOR (*dropping down R. of* Kate, *pulling her skirts shyly*)—Ask him to make it two—two—blessings.

SQUIRE (*greatly surprised*)—You don't never mean it, Kate?

KATE (*running to* Professor)—Yes, Uncle, we mean it.

(*Buries face in* Professor's *bosom.*

SQUIRE (*sadly*)—Well, Kate, you cán have my blessing (*aside*) they are all turnin' agin me.

(*Goes up C. dejectedly.* Sanderson *half opens door looks in. No one sees him.*

DAVID—You can't say no now, Anna, if father gives his consent.

ANNA (*looking at the* Squire *timidly*)—Your father is very kind, but I think it is best that I should not go back.

DAVID (*astonished; stepping back L.*)—Then you don't want to come back with us.

SANDERSON (*enters boldly and comes to C.*)—Why of course she don't. Can't you see the reason? It's because she's in love with me. Come, Anna, let us make it up. I own that I didn't do the right thing by you and I ask you to forgive and forget (*holding out L. hand*). Give me your hand. We'll go to the nearest minister and be made man and wife.

ANNA (*rising slowly*)—You'll make me your wife?

SANDERSON—Yes.

ANNA—Your lawful wife?

SANDERSON—Just as soon as we can get to the parson's.

ANNA—You'll make me the mistress of your house—your home?

SANDERSON—(*looking around right at the group of anxious faces with a haughty smile*)—I will make you the mistress of everything I possess in the world. (*turning to* Anna; *holds out L. hand again*)—Come.

ANNA (*with quiet scorn*)—Not if you begged me upon your knees; (*Sanderson surprised*). I loved you once—but I despise you now—and so long as I live, Lennox Sanderson, never speak to me again.

(*Turns L. to* Mrs. B., *a moment's pause*; Sanderson *starts to go R. to door.*

SQUIRE (*coming down C. L. of* Sanderson)—Say, Mr. Sanderson, did you go through a marriage ceremony with Anna?

SANDERSON—Yes.

SQUIRE—But it wasn't a real one, was it?

SANDERSON—No.

SQUIRE—Anna thought 'twas, didn't she?

SANDERSON—Yes, she did.

SQUIRE—Now, how did you come to do a thing like that?

SANDERSON—A college chum of mine passed himself off for the parson. The boys all thought it a good joke.

SQUIRE—Well, I consider it an onmanly and on Christian-like proceedin'! And now you want to marry her over again in earnest.

SANDERSON—Yes, I do.

SQUIRE—Well, you can't have her. Anna, come here 'n' give me your hand; you're a good girl—you can't go away—I ain't agoin' to let ye. Now, why are you refusin' to be my daughter?

ANNA—Oh, Squire; I didn't believe you really wanted me.

SQUIRE—Why, of course I do—is it true 'bout your likin' David?

ANNA (*looks at* David, *shyly*; *then drops her head on* Squire's *breast*)—Yes, Squire.

SQUIRE—Come here, David; (David *crosses R. to* Squire)—take her home to be your wife (*turns to* Sanderson)—and our darter. Now, Mr. Sanderson, it'll be a little lonesome around here for you hereafter and you'd better be agoin'.

(*Sleigh bells off R., distant.*

(Sanderson *looks astonished a moment, then turns to go R. Meets* Seth *and* Martha *at his elbow, who have been listening.* Seth *and* Martha *turn away from* Sanderson *abruptly, and go up R. quickly.* Sanderson *opens the door and turns to others.*

SANDERSON—I'm not in the habit of intruding when I'm not wanted—good day. (*Exit, slamming door and off R. 3 E.*

MARTHA (*running to door, opens it, calls after him*)—Good riddance to bad rubbish. (*Shuts door.*

RUBE—If you'll make out a warrant, Squire, I'll take him up.

SQUIRE—No, Rube; let him go his own wicked way.

RUBE—Wall, he's a bad character, he might do some mischief before he leaves the neighborhood—I'll keep my eye on him. (*Exit after* Sanderson *behind shed, off L.*

SETH (*has remained up R. at window*)—Here comes Hi Holler!

OMNES—Hi Holler--What on earth brings him back here?

HI (*outside R.*)—Whoa! Whoa! *Bells stop. Enter* Hi, *R. 2 E., with a covered basket on each arm*).—Hello, everybody—thought I'd find ye all here. Hello, David, hello, Anna. Turned up all right, didn't ye—I knowed there was no use a lookin' fur ye.

OMNES (*laugh*).

KATE—Oh, Hi, you're such an idiot.

HI—I thought ye'd all be powerful hungry, an' I've brought along your breakfast. I've got a hull basket full of doughnuts and mince pies.

(*Laughs heartily. All but* Anna, David *and the* Squire *join in the laugh.*

KATE—Oh, Hi, you never think of anything but eating.

MRS. BARTLETT—You can take 'em right back, Hi, for we're all goin' hum to breakfast.

HI—Well, you can come right along o' me in the big sleigh. (*Exit laughing, R. 2 E.*

Right. SITUATIONS. *Left.*

Martha, Seth, Kate and Professor. Sam and Zeke.
Squire,
Mrs. Bartlett.
Anna.
David.

DAVID (*starts R. with* Anna)—Come, Mother.

MRS. BARTLETT—No David, father'll take Anna; I'm goin along with you.

(*Passes* Anna *to* Squire *and takes* David *L. arm*; *crosses to door, exit R. 2 E.* Squire *takes* Anna *on his L. arm crosses to door; stops, motions to others to go ahead; showing he is pleased to have* Anna *by his side; says a pleasant word to each couple as they pass out of door.*—Kate *on* Professor's *arm exit door followed by* Martha *and* Seth, *who have crossed to L. at back.* Seth *stops a moment to whisper in* Sam's *ear*; Martha *sees it*; *takes him by R. ear, turns him R.; takes his L. arm and goes toward door. All this has taken place simultaneously. All the characters talk earnestly and loudly during all the action—bidding good-bye to* Sam *and* Zeke—*and talk to each other and to* Squire *and* Anna.

HI (*calls outside*)—Come along—there's room for all on ye—Hurry up, etc.

(*The whole scene must be kept animated and* David *and* Mrs. B. *should not get further than half way off R. 2 E. by the time the curtain descends, the cue being* Martha *taking* Seth *by the ear and turning him R.*

CURTAIN.

D. W. Griffith Productions

INTER-OFFICE MESSAGE

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Please make all replies on back of this memorandum.

Way Down East.

A G R E E M E N T, made this 2nd day of February, 1920, between WILLIAM A. BRADY, hereinafter designated as "Brady," and DAVID WARK GRIFFITH, hereinafter designated as "Griffith."

W I T N E S S E T H:

WHEREAS, Brady makes the following representations: That on August 28th, 1897, he made a contract with one Lottie Blair Parker, wherein and whereby the said Lottie Blair Parker conveyed to Brady all rights for all English speaking countries of the world in the play entitled, "Way Down East," written by her; that the said Lottie Blair Parker confirmed such sale of all such rights to Brady by a further bill of sale on November 15th, 1897; that on August 30th, 1897, Brady secured United States copyright registration in such play, under No. 486440 2 of 1897; that on July 29th, 1899, a revision of such play with the collaboration of one Joseph R. Grismer, was copyrighted in the name of the said Lottie Blair Parker, under No. 48493 of 1899; that the said Lottie Blair Parker duly assigned and transferred such copyright to Brady on March 13th, 1900; that by telegram, dated January 23rd, 1920, the said Lottie Blair Parker sold, assigned and transferred to Brady all motion picture rights in said play for all non-English speaking countries of the world; that Brady secured copyright in such play, [redacted]" in Great Britain on February 9th, 1897; and that a novel upon said play, published in various editions, was written by one Joseph R. Grismer and copyrighted as follows,

W.A.B.

Published in ten installments in March, 1900, and separately registered in the Copyright Office in such month in the name of Joseph R. Grismer, and the entire work published in one book, and registered in the Copyright Office as a book in the name of Joseph R. Grismer on May 2nd, 1900.

it is agreed between the parties hereto:

FIRST: Brady hereby sells, assigns, conveys and transfers unto Griffith, his heirs, executors, administrators and assigns forever, the exclusive right to reproduce in motion pictures such play and novel entitled, "Way Down East," together with the exclusive right to use the title thereof as and for the title of any such motion pictures; and to produce, book, sell, distribute, exhibit and release and to cause to be produced, booked, sold, distributed, exhibited and released any and all motion pictures based upon such works throughout the entire world.

SECOND: Brady further grants to Griffith, his heirs, executors, administrators and assigns forever, the exclusive right to use such works, the title and theme thereof, in any manner in the making of any motion picture versions or adaptations thereof; to adapt, arrange, rearrange, transpose, add to and substract from such works and such title for such purpose.

THIRD: Brady hereby grants to Griffith, his heirs, executors, administrators and assigns forever, the sole right to secure copyrights in any and all motion picture versions or motion picture adaptations of such works, and to secure renewals and extensions of the copyrights in the same, in all countries of the world. Brady does hereby irrevocably authorize and appoint Griffith, his heirs, executors, administrators and assigns, his attorneys in fact and representatives in the name, place and stead of Brady, or in their own names, but at their own cost and expense, to take and do such actions, deeds and things, and sign such documents

W. a. B.

as may from time to time be necessary to secure such copyrights and the renewals and extensions thereof.

Brady agrees that upon the expiration of the first term of the copyrights in such play and in such novel, in this or any other country, to use his best endeavors to duly execute and deliver or to procure the due execution and delivery of all papers necessary, in order to secure the renewals and extensions of such copyrights. Brady agrees that this instrument shall operate as an assignment to Griffith of the sole and exclusive motion picture rights in such play and novel, under such renewed or extended copyrights. Brady hereby irrevocably authorizes and appoints Griffith, his heirs, executors, administrators and assigns, his attorneys in fact and representatives in the name, place and stead of Brady, or in their names, but at their own expense, to take and do such actions, deeds and things, and sign such documents as may be necessary to perfect such assignments, and to secure the exclusive motion picture rights in and to such play and novel, under such renewed or extended copyrights.

FOURTH: Brady hereby grants to Griffith, his heirs, executors, administrators and assigns, the right to publish a summary or synopsis of any and all motion picture versions of such works, but for advertising purposes only.

FIFTH: Griffith agrees to pay to Brady in full for all such rights, the sum of One Hundred Seventy-five Thousand and 00/100 ($175,000.00) Dollars, as follows:

> Twenty-five Thousand ($25,000.00) and 00/100 Dollars, which has heretofore been paid, the receipt whereof is hereby acknowledged;

One Hundred and Fifty Thousand ($150,000.00) and 00/100 Dollars, upon the execution and delivery of this agreement, the receipt whereof is hereby acknowledged.

SIXTH: Brady warrants that he is the sole owner of all the motion picture rights in and to such play and novel; that he has not sold or made any other disposition of any of the motion picture rights in said works, or any version or adaptation thereof; that he has full right and authority to grant to Griffith all such abovementioned rights; that he has not made or entered into any contract with anyone whomsoever, by which such rights are or could in any way be diminished or impaired, or that would prevent Griffith, his heirs, executors, administrators and assigns, from producing, booking, selling, distributin, exhibiting and releasing, and from causing to be produced, booked, sold, distributed, exhibited and released, any and all motion pictures based upon such works throughout the entire world at any time from and after the date of the making of this agreement, free from any restraint or interference by anyone whomsoever.

SEVENTH: Brady agrees not to make himself, nor, with his consent, to permit any party to make any motion picture adaptation or version of such works, during the term of the copyrights of such motion picture adaptations, and all extensions and renewals thereof.

EIGHTH: Brady agrees with the said Griffith, his heirs, executors, administrators and assigns, to warrant and defend the rights in said works hereby granted to Griffith, his heirs, executors, administrators and assigns,

against all and any persons whomsoever, free and clear of all claims and damages of whatsoever kind and nature, and Brady agrees to save, keep harmless and indemnify the said Griffith, his heirs, executors, administrators and assigns, of and from all actions, suits, costs, charges, liability, damages and expenses whatsoever, which shall or at any time hereafter happen or come to them for or by reason of the making of this agreement, or the exercise by them of the rights hereby granted.

NINTH: Griffith agrees for himself, his heirs, executors, administrators and assigns, that he will (inter alia) clearly and legibly state upon any positive film of the motion picture which he may produce, that the same is adapted from a play written by Lottie Blair Parker, collaborated by Joseph R. Grismer.

TENTH: Brady agrees to duly execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, instruments and assurances as may be required by Griffith, his heirs, executors, administrators and assigns, in order to carry out and effectuate the purposes of this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

In the presence of
Nathan Burkan

William A. Brady (L. S.)

D W Griffith (L. S.)

A G R E E M E N T made this 2nd day of February, 1920, between JOSEPH R. GRISMER, hereinafter designated as "GRISMER", and DAVID WARK GRIFFITH, hereinafter designated as "GRIFFITH", as follows:

FIRST: For and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations paid by Griffith to Grismer, receipt whereof is hereby acknowledged, the said Grismer has remised, released, sold, conveyed and quitclaimed and does hereby remise, release, sell, convey and quitclaim unto Griffith, his heirs, executors, administrators and assigns forever all the right, title and interest, claim and demand which Grismer has in and to the motion picture rights in the play entitled "WAY DOWN EAST", and in the novel bearing the same title, which has been duly copyrighted in the name of Grismer as follows:

"Published in ten installments in March, 1900, and separately registered in the Copyright Office in such month in the name of Joseph R. Grismer, and the entire work published in one book, and registered in the Copyright Office as a book in the name of Joseph R Grismer, May 2, 1900." to have and to hold the same together with the exclusive right to make any motion pictures based upon such play and novel and to use the title thereof as and for the title of any such motion pictures, together with the sole right to adapt and to re-arrange in such manner as the said Griffith, his heirs, executors, administrators and assigns may deem suitable, such play and novel for motion picture purposes; to secure copyright and renewal of copyright in such motion pictures and to produce, book, sell, distribute, exhibit and release and to cause to be produced, booked, sold, distributed, exhibited and released any and all motion pictures based upon such works throughout the entire world.

SECOND: Grismer does hereby irrevocably authorize and appoint Griffith, his heirs, executors, administrators and assigns, his attorneys in fact and representative, in the name, place and stead of Grismer or in their own names, but at their own cost and expense, to take and do such actions, deeds and things and sign such documents as may from time to time be necessary to secure such copyrights and the renewal and extension thereof.

Grismer agrees that upon the expiration of the first term of the copyrights of such novel in this or in other countries to duly execute and deliver or procure the due execution and delivery of all papers necessary in order to secure the renewals and extensions of such copyrights. Grismer agrees that this instrument shall operate as an assignment to Griffith of the sole and exclusive motion picture rights in such novel under such renewed or extended copyrights.

Grismer hereby irrevocably authorizes and appoints Griffith, his heirs, executors, administrators and assigns, his attorneys in fact and representative, in the name, place and stead of Grismer or in their names, at their own expense, to take and do such actions, deeds and things and sign such documents as may be necessary to perfect such assignments and to secure the exclusive motion picture rights in and to such novel under such renewed or

extended copyrights. Grismer grants to Griffith, his heirs, assigns and legal representatives the right to publish for souvenir and advertising purposes a summary or synopsis of such pictures in an original form.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Joseph R. Grismer (L.S.)

D. W. Griffith (L.S.)

(Copy)

THIS AGREEMENT, made and entered into in the City and State of New York, on this twenty-fourth day of August, A. D. One Thousand eight hundred and ninety-seven, by and between WILLIAM A. BRADY, Manager, of New York City, party of the first part, and LOTTIE BLAIR PARKER, Authoress, of Great Neck, Long Island, party of the second part.

WITNESSETH: That for and in consideration of the sum of one ($1.00) dollar, each to the other in hand paid, the receipt whereof is hereby acknowledged;

IT IS HEREBY AGREED, that WILLIAM A. BRADY is to have the sole and exclusive rights to a certain play and dramatic composition known as "Way Down East" (now the sole and exclusive property of LOTTIE BLAIR PARKER), for the United States, Canada, Australia and all territory where the english language predominates, and that he is to produce said play of "Way Down East" on or before September 15th one thousand eight hundred and ninety-seven, and to continue thereafter from season to season, if it prove successful (at the option of WILLIAM A. BRADY), upon the following terms, that is to say, WILLIAM A. BRADY is to pay LOTTIE BLAIR PARKER her heirs and assigns, three percent (3%) of the gross receipts up to the first three thousand ($3000.) dollars, and five per cent (5%) on all sums over three thousand ($3000) dollars up to Five thousand ($5000.) dollars and ten percent (10%) on all sums over five thousand ($5000.) dollars weekly; should the business warrant, WILLIAM A. BRADY to continue the production of "Way Down East" season after season, and he shall have paid LOTTIE BLAIR PARKER, her heirs and assigns, the total sum of Ten Thousand ($10,000) dollars in royalties, then all rights of whatsoever nature

or kind in "Way Down East" are to revert to and become the sole and exclusive property of said WILLIAM A. BRADY his heirs, executors, administrators and assigns:

IT IS FURTHER UNDERSTOOD AND AGREED, that should the said WILLIAM A. BRADY be called upon to advance any monies to LOTTIE BLAIR PARKER, on account of this agreement, he is to do so to the amount not to exceed five hundred ($500) dollars; which advance is to be applied as royalties. Should the said WILLIAM A. BRADY be unable to produce said play before September 15th, one thousand eight hundred and ninety-seven, then the sum of five hundred ($500.) dollars is to be paid to LOTTIE BLAIR PARKER, and this contract to be considered cancelled and to become null and void.

IT IS FURTHER UNDERSTOOD AND AGREED, that should the said play now known as "Way Down East" be successful during ~~the~~ its production of season ninety-seven and eight said WILLIAM A. BRADY is to continue thereafter for each successive season to play the same for a season of not less than twenty (20) weeks each succeeding season until the said royalties have reached in the aggregate the sum of ten thousand ($10,000) dollars as hereinbefore provided for.

IT IS FURTHER UNDERSTOOD AND AGREED, that LOTTIE BLAIR PARKER is to be advertised and announced as the authoress of "Way Down East", and to receive upon the production of said play, regular box office statements of the gross receipts, weekly, during each and every season in which the said play is produced.

IN WITNESS WHEREOF: the parties hereunto have set their hands and seals upon the day and year first

hereinabove written. Wm A Brady Ln

In presance of Jethe Blair Parker Ln

Frank W. Burt

Copy

For and in consideration of the sum of one ($1.00) dollar to me in hand paid by Joseph R. Grismer the receipt whereof is hereby acknowledged and other valuable considerations I do hereby sell, assign and transfer unto him one third of all my right, title and interest in this contract.

Wm A Brady

OFFICE OF THE
REGISTER OF COPYRIGHTS
ELW-KGC.

LIBRARY OF CONGRESS
COPYRIGHT OFFICE
WASHINGTON

February 2, 1920.

Dear Sir:

Confirming our telephone conversation of this afternoon we beg to say that "Way Down East" by Joseph R. Grismer was first registered in nine installments in the name of the author as follows:

1900	Class A-6116	March	6.
"	" 6187	"	7.
"	" 6303	"	8.
"	" 6421	"	9.
"	" 6538	"	10.
"	" 6640	"	12.
"	" 6766	"	13.
"	" 5696	"	2.
"	" 5954	"	5.

Subsequently the complete printed and published work was also registered in the name of the author as Class A,XXc., No.11048 on May 2, 1900, two copies being deposited on July 27, 1908.

We do not find record of any assignment in the nameof the copyright claimant.

Very truly yours,

Thorvald Solberg

Register of Copyrights. Per O. E. W.

Nathan Burkan, Esq.,
1451 Broadway,
New York, N.Y.

COPY.

November 15, 1899.

$10,000.00

In consideration of the sum of ten thousand dollars, lawful money of the United States, to me in hand paid, the receipt of which is hereby acknowledged, I hereby sell, assign and transfer to William A. Brady all my right, title and interest in my four act play, "Way Down East" for the United States, Canada, England, Australia and all territory where the English language predominates, to be his sole property, for himself, his heirs, assigns, and executors forever in the above specified territory.

In witness whereof, I have hereunto set my hand and seal this fifteenth day of November, Eighteen hundred and ninety nine.

(Signed in duplicate)

LOTTIE BLAIR PARKER

Author of "Way Down East"

Signed and delivered
in the presence of

Harry Doel Parker

Mr. William A. Brady,
The Playhouse,
New York City.

Dear Mr. Brady:

I hereby irrevocably authorize and appoint you, your heirs, executors, administrators and assigns, my attorneys in fact and representatives in my name, place and stead, or in your or their own names, but at your or their own cost or expense, to take and do such actions, deeds and things and sign such documents as may from time to time be necessary to secure the renewals and extensions of the following United States copyrights:

Copyright of play entitled "WAY DOWN EAST", written by me and registered in your name in the office of the Register of Copyrights, on August 30th, 1897, under #48644C2 of 1897;

Copyright of a revision of such play made with the collaboration of one Joseph R. Grismer and registered in my name in the office of the Register of Copyrights, on July 29th, 1899, under #48493 of 1899.

I agree that this instrument shall operate as an assignment to you, your heirs, executors, administrators and assigns, of all rights in and to such play under such renewed or extended copyrights.

Yours very sincerely,

(L.S.)

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

dAws.

Feb~~January~~ 2nd 1920

D.W. G. CORPORATION

TO

ALBERT H.T. BANZHAF, Dr.

- -

To services for month of January - - - - - - - $150.

Received Payment
JAN 2 19

Albert H.T. Banzhaf

#108B

MEMORANDUM OF AGREEMENT made and entered into, in six copies (each copy to be considered for all purposes as an original), dated New York City, February 3, 1920, BETWEEN DAVID W. GRIFFITH, CHARLES CHAPLIN, DOUGLAS FAIRBANKS, GLADYS MARY MOORE, professionallly known as MARY PICKFORD, all of Los Angeles, California, and WILLIAM G. McADOO of New York, New York, parties of the first part and UNITED ARTISTS CORPORATION of Delaware, party of the second part,

W I T N E S S E T H:

WHEREAS, the parties of the first part desire to grant to the party of the second part certain rights and privileges for exploiting, marketing and turning to account and to exhibit, distribute or cause to be exhibited and distributed a photoplay now being produced by David W. Griffith entitled "ROMANCE" and said party of the second part is desirous of securing such license,

N O W, T H E R E F O R E, in consideration of the premises and the mutual promises and covenants herein contained, and the sum of One Dollar ($1.00) each to the other in hand paid, receipt whereof is here - by acknowledged, it is agreed by and between the parties hereto as follows:

The parties of the first part will provide the party of the second part with a photoplay to be known

as "ROMANCE" within one year from the date hereof, which said photoplay shall be marketed and turned to account by said party of the second part pursuant to the same terms and conditions as those set forth in contracts dated February 5, 1919, between Douglas Fairbanks, Charles Chaplin, David W. Griffith and Gladys Mary Moore, professionally known as Mary Pickford, and said party of the second part (a reference to which is hereby made to the same extent as if the aforesaid agreements were recited herein) with the exception that the parties of the first part are to receive 75% of the gross receipts from the marketing of said photoplay in the United States, and 65% of the gross receipts from the marketing of said photoplay in the Dominion of Canada, Newfoundland and Alaska, and the party of the second part is to receive the remainder of said gross receipts.

The party of the second part agrees to market and turn to account said photoplay "ROMANCE" subject to the provisions aforesaid and further agrees to advance to David W. Griffith, not exceeding Three hundred and fifty thousand Dollars ($350,000) from time to time in such amounts as may be required by said David W. Griffith for the purchase of said moving picture rights and said photoplay. Such advances shall be credited to the party of the second part on account of the percentages

due the parties of the first part under this agreement.

The parties of the first part each agrees to give the party of the second their individual demand notes for Seventy Thousand Dollars ($70,000), which said notes the party of the second part agrees will not be negotiated, but will be held as collateral security for the amounts advanced by it to said David W. Griffith:

The interest of the parties of the first part in said photoplay and their interests in moneys due or to become due said parties of the first part from the party of the second part under this contract are as follows: David W. Griffith two-sixths; Charles Chaplin one-sixth; Douglas Fairbanks one-sixth; Mary Pickford one-forth; William G. McAdoo one-sixth; and the party of the second part shall pay the parties of the first part the moneys due them under this contract from time to time in accordance with their respective aforesaid interests herein.

Party of the second part may distribute or cause to be distributed the photoplay "ROMANCE" in such territory as it may designate by United Artists Corporation of Illinois and/or United Artists Corporation Limited, of Canada .

This agreement shall be construed and enforced

according to the Laws of New York.

IN WITNESS WHEREOF the parties to this agreement have executed the same the day and year first above written.

Witnesses:

_____ _____ (L.S.)

_____ _____ (L.S.)

_____ _____ (L.S.)

_____ _____ (L.S.)

_____ _____ (L.S.)

UNITED ARTISTS CORPORATION

_____ By _____
President.

#1088

MEMORANDUM OF AGREEMENT made and entered into, in five copies, (each copy to be considered for all purposes as an original) dated New York City, February 3, 1920, BETWEEN DAVID W. GRIFFITH, CHARLES CHAPLIN, DOUGLAS FAIRBANKS, GLADYS MARY MOORE, professionally known as MARY PICKFORD, all of Los Angeles, California, and WILLIAM G. McADOO of New York City, New York,

W I T N E S S E T H:

WHEREAS, Mr. Grigfith has contracted for the purchase of the moving picture rights of the dramatic composition known as "ROMANCE" from Mrs. Basil Sidney, professionally known as Dosia Keane, and also has engaged the services of Mr. and Mrs. Basil Sidney to be rendered in connection with the production of a photoplay from said dramatic composition, and

WHEREAS, Mr. Griffith has commenced the production of said photoplay and desires to sell to eahh of the other parties hereto an undivided one-sixth interest in said moving picture rights and photoplay when produced, and said other parties desire to purchase such interest therein, and

WHEREAS, the parties hereto have entered into an agreement of even date with UNITED ARTISTS CORPORATION of Delaware a reference to which is hereby made to the same extent as if the aforesaid contract was recited

herein for the distribution thereof.

N O W, T H E R E F O R E, in consideration of the premises and themutual promises and covenants herein set forth and the further consideration of the sum of One Dollar ($1.00) each to all the others in hand paid, the receipt of which is hereby individually respectively acknowledged by all the parties hereto, each and all the parties hereto agree with each other and all the others as follows:

David W. Griffith hereby sells, grants, assigns and conveys to each of the other parties hereto an undivided one-sixth interest in the moving picture rights to the dramatic composition known as "ROMANCE" and the photoplay to be produced therefrom, and agrees to produce said photoplay under his personal supervision. Each of the parties hereto agrees to pay one-fifth of the total cost of said moving picture rights and one-fifth of the total cost of the production of said photoplay, which said total cost David W. Griffith agrees shall not exceed three hundred and fifty thousand Dollars ($350,000).

The cost of acquiring said moving picture rights and of producing said photoplay which cost is not to exceed Three hundred and fifty thousand Dollars ($350,000), shall be advanced from time to time to David W. Griffith as may be required by him in accordance with the agree-

ment of even date between the parties hereto and United Artists Corporation of Delaware hereinbefore referred to, and each of the parties hereto shall execute and deliver their individual promissory note for Seventy thousand Dollars ($70,000), payable on demand to the said United Artists Corporation, which said notes shall be held by said corporation in consideration of the advance by said corporation to David W. Griffith of an amount not in excess of Three hundred and fifty thousand Dollars ($350,000) to cover the cost of the production of said photoplay and to reimburse him for payments made by him under a certain contract between him and Doris Keane and Mr. Basil Sidney, her husband, whereby he has acquired said moving picture rights and has engaged the services of said Doris Keane and Mr. Basil Sidney, her husband, in connection with the production of a photoplay therefrom.

It is understood and agreed by and between the parties hereto that all amounts which may become due and owing to the parties hereto by said United Artists Corporation, under the agreement of even date between the parties hereto and said corporation hereinbefore mentioned, shall be applied in payment of said notes until the same shall be fully paid and satisfied.

This agreement shall be construed and enforced

pursuant to the Laws of the State of New York.

This contract is binding upon the parties hereto their respective heirs, legal representatives and assigns.

IN WITNESS WHEREOF the parties to this agreement have executed the same the day and year first above written.

In presence of:

_____ _____(L.S.)

_____ _____(L.S)

_____ _____(L.S.)

_____ _____(L.S.)

_____ _____(L.S.)

THE HERITAGE OF UNREST by Gwendolen Overton.

Here is that unusual thing, a really convincing tragedy of character. The heroine ought to make a great part; and the other characters are unusually good. Plot good enough to bring out the people, and ought to picture well.

Two things, perhaps, are against it: the setting of Western army life a generation ago, too much like many Westerns; and the necessarily tragic end of such a character as the Heroine. That girl's life has to end unhappily; misfortune is born in her; but it is none the less harrowing for that.

File

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Book—

The Heritage of Unrest

in Mr. Curtis library in Research Dept.

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MUSEUM OF MODERN ART FILM LIBRARY

11/3/20

N. C. C.

THE HERITAGE OF UNREST
BY
GWENDOLEN OVERTON
published by MacMillan 1901.

The heroine of this story is one of the most striking characters I have ever met in fiction.

Her father was a ne'er do well who had enlisted in the American cavalry-- a gentleman ranker. Her mother was an Apache squaw.

While on a scouting expedition her father's horse gave out. The party was being hard pressed by hostile indians and at his own request the man was left to die on the desert. Before doing so he exacted a promise from the lieutenant in charge of the expedition to take care of this little secret daughter.

The story practically opens with the return of this girl from an eastern boarding school. She is charming, highly cultivated, very beautiful young bud. The storyof the book is the gradual emergence of the indian blood. Even in her finest moments the Apache blood comes out. Underneath the veneer of the culture of her white civilization she was all indian. She seemed to have no religion and no petty vanities. She took it as a matter of course that the young officier who had paid for her education would marry her. When on their wedding day he was suddenly called out on an indian scouting expedition, she took it with calm unruffled serenity. She endured all the hardships of the frontier soldiers

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wife with the stoicism of a spartan. Not with the exasperating calmness which insists upon smiling idiotically at the inevitable,,but with the quiet smiling complacence of making the objectionable seem no more so. She had the Apache's vital patience. She would wait for hours at a time at her rubbish pile waiting to catch a tarantula in order to make him fight a scorpion. She took an Indians delight in cruelty. She had the Indian's curious habit of going for long hours without eating and then would gourge herself. Night was to her as to a mountain animal. She had the curious way when night-fall came after a s sleepy day of rousing herself and screaching like a mountain cat---there is one corking scene in which, while prowling around the post during the absence of her husband on a scouting expedition she encounters an indian lurking in the brush. Instead of calling for help she has a terrific fight with him---sinuous, a struggle of sheer force and agility--savage against savage--two ferocious fearless beasts. She hashed the indian all to pieces with her bowie knife. Afterwards she visited him in the hospital---cruel,cultured, peaceful woman again, but as she left his bedside she made this wounded indian a slight gesture that it was she who had knifed him.

Her marriage was not very happy. There came another man into the story. He was an Australian, his grandfather had been a cashiered army officier who had been sent to Australia. His Grandmother had been sent to the same place had poisoned her husband. His name was Cairness. Cairness had inherited from these cultured criminal ancestors

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an unrest like that of this girl. They fell frankly in love with each other thinking that he had been fatally wounded, Cairness wrote the girl a letter which fell into the hands of her husband. She candidly admitted this love. Her Apache religion made her incapable of telling lies to a friend, but to a foe she lied without conscience. Her husband asked what wa to be done about it. She said nothing could be done about it. Accepting her fate with calm composure. In the end her husband is killed and she marries Cairness.

The reader is meant to feel, however, that this marrige is not the perfection of happiness. They love each other devotedly but Cairness cannot help feeling that his marriage with this girl had perpetually anchored him in the wilds; has cut him off from civilization. Felippe, the girl simply cannot endure a life of civilization as she naively explains it. "We Indians pine away and die in the cities." Felippe vaguely feels his dissatisfaction and sacrifices her life willingly to save him in a big fight against mexican bandits. The big psychological kick in the story is this: you feel how Felippe frets under the somewhat conventional restrictions placed upon her by her husband but at the same time you realize that it is only thus, that he holds back the savage in her nature that is striving for possession of her. You know that it is only this cavalry captains sometimes harsh insistance upon the up-holding of their standards that prevents her slipping back into a slovenly Apach squaw.

There are some corking characters in the story. For instance, there is an Englishman and his wife who insist

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upon, "Dressing for dinner every night." in ther lonely ranch shack. There is another wonderful character, " A clergyman who has worn a top hat for thirty years in Arizone" because when he came out people said he couldn't do it.

The story is bristling with corking situations, business and action.

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Heritage of Unrest.

Private soldier sacrifices his life in a deed of heroism in Arizona . Dying he requests his officer to care for his half breed child, the mother being an Apache squaw hanging around the army post.

The Captain sends the half breed child to school. She returns , a finished, beautiful, accomplished young society girl apparently absolutely white -- only with the Indian in her blood. These Indian traits gradually come out -- her queer twisted streaks of cruelty, her uncomplaining accenptance of her fate , her strange habit of going without food for long periods of time;then gorging herself.

As a matter of course she marries her . There is no particular pretense of love.

There is a great scene when he is away on a scout. An Indian hostile creeps up an arroyo to attack the post. The girl, who has an Indian way of wandering around at night alone, is attacked by him. She does not call for help, but fights him alone , each armed with a bowie knife -- a silent deadly struggle between two wild things. She carves him to ribbons. The next day, she visits him at the post hospital --- now a cultured , refined army officer's wife. She manifests polite curiosity, but just as she leaves, she turns and makes a gesture with a knife to show the sick Indian that it was she who fought him. Afterward, he befriends and saves her life.

Comes along a wandering adventurer. His grand mother was banished to Australia for poisoning her husband. She married, in her banishment, an English army officer who has been disgraced and court martialed. In his veins is the spirit of unrest. His uneasy blood answers the call of the wild in her. They fall in love, but shex is faithful to her husband, he loyal to her husband as his officer.

She admits the love coolly to her husband. He asks what is to be done about it. She replies"Nothing". Finally, her husband is killed saving the life of her lover. And so they are married. But once married, the wild young adventurer, begins to feel hampered and tied down. The wife perceives this and is killed in the saddle defneding her husband from the attack of some bandits.

There is a good villain , a dishonest army officer and some corking characters, one a frontier preacher who has worn a top hat for thirty years because they told him he couldn't and shot through it. There are two runs to the rescue with a lot of thrill.

A CIGARETTE MAKER'S ROMANCE.
Francis Marion Crawford (Macmillan.)

A Russian nobleman, a younger of two sons, quarrels with his father. He has a fine and sensitive nature and refuses any help from his father, following upon this disagreement. He goes to another land and supports himself for several years, rolling cigarettes, a task at which he acquires quite a degree of proficiency.

The nervous strain of the experience gradually unsettles his reason so that every Tuesday he tells his friends and employer that upon the following day he is to be reinstated with his family. Upon Thursday, he forgets all about the happenings of Wednesday, when he waited all day, in vain, for the emissary from his father.

The wife of his employer hates him as is natural for one of her small mean nature, being utterly unable to understand his fine sense of honor and sensitiveness.

The story deals with the happenings of one Tuesday evening and the ensuing thirty-six hours. The nobleman has had a letter, purporting to come from his father's lawyer upon this occasion, saying that his father and brother are both dead and that he is now heir to the estate and title.

One of his fellow employees is a gentle colorless girl who has been able to understand his sensitiveness and has tried to protect him from the jests and rudeness of the others.

Upon this evening, the nobleman proposes to the girl, who finally promises to marry him when he is reinstated, thinking of course that it will never be. She loves him devotedly but feels that were he in his rightful position she could have no claims upon his interest even. Wednesday passes a bit more painfully than usual and the nobleman has trouble with his employer's wife. One of his fellow employees, who is interested in him, discovers that the wife wrote the letter, probably hoping to make the count quite mad.

Thursday, the count remembers little or nothing of Wednesday's happening, but does remember clearly that his little girl friend helped him out of a tight place. The long awaited emissary does come and does bring tidings of the death of the other members of the family. The count bids a dignified adieu to his employer and fellow workers and asks the girl to go with him. She proudly accepts the invitation.

HMGS

D. W. GRIFFITH COLLECTION
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1

The cost is probably low and the trade has reached hundreds of thousand dollars.

2-3-20.

A CIGARETTE MAKER'S ROMANCE Francis Marion Crawford (Macmillan.)

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HMGS.

one of Crawford's best. I should think his work would show other good prospects ~~for~~.

file

2-3-'20.

THE CIGARETTE MAKER'S ROMANCE. Francis Marion Crawford. (Macmillan.)

A Russian nobleman of fine and sensitive nature, quarrels with his father and refuses further help from him. He goes to another land, and supports himself rolling cigarettes in a small factory, where he becomes a valuable employee.

The nervous strain of the experience leaves him with an hallucination which makes him believe every Tuesday that he has received a letter saying that on the morrow a messenger will arrive with money and full forgiveness. Every Wednesday, having bade his fellow employees and employer farewell Tuesday evening, he spends waiting for the emissary who never comes, and on Thursday he returns to work, having entirely forgotten the episode.

The wife of the Count's employer hates him with the venom which a small mean nature feels toward a gentle, fine one, and resents having any one believe his story of being a count. Upon a certain Tuesday, the Count receives a letter purporting to come from the wife of his father's steward, saying that the father and older brother are both dead, leaving him the title and estate, and that on the following day a lawyer will arrive with funds.

One of the Count's fellow employees is a gentle girl, who through her ability to understand his sensitiveness has become a very close friend, and has tried to protect him from the rough jests of the others. On this Tuesday evening

the Count proposes to the girl, who finally promises to marry him as soon as he is reinstated, thinking of course that he never will be. She loves him.

After leaving the girl, the Count idly goes into the cigarette shop to visit with his employer, who is always friendly toward him. The wife enters, and works herself into a rage at the Count. Her natural hatred centers upon the fact that her husband loaned money to a friend of the Count's, receiving, as security, a unique musical toy. This particular evening, the wife smashes the toy, cursing the Count for causing her husband to lose the money.

He finally takes the broken toy and promises to bring the money next day. The Count is arrested later in the evening on suspicion of having stolen the toy, and spends the night in jail, almost losing his reason entirely. Next morning the cigarette maker obtains his release; but the experience has weakened him, and the day of waiting is more painful than ever. In the evening the girl finds the Count, who now realises that his debt of honor to his employer, the money for the toy, must be paid, and that since the emissary from his father has not arrived he will have to get the money elsewhere. He is almost crazed, and the girl saves his life and reason by raising the money -- the last of which she gets by selling her hair.

Thursday, as usual, the Count remembers little of what happened Wednesday, except that the girl helped him pay his debt of honor.

It is discovered that the employer's wife wrote the letter

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which so nearly had fatal results, and just as she is being accused of it, a messenger actually does come, bringing tidings of the death of the Count's brother and father, leaving him the title and estate. The Count bids a dignified adieu to his employer and fellow-workers, taking the girl as his Countess.

(The entire action, as told, takes place in thirty-six hours.)

HMGS.

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Mr. Jones' synopsis.

THE CIGARETTE MAKER'S ROMANCE.

By F. Marion Crawford.

The cigarette maker is a Russian Count. Every Tuesday at midnight he goes insane, remaining so until Wednesday at midnight. On Thursday he never remembers what happened on Wednesday. During that time he believes someone is going to come and give him the documents restoring his wealth and title. On Wednesday night he seems to have a fit and comes out of his temporary insanity. On Thursday he returns to work at the cigarette factory.

A girl works opposite him at the factory who is madly in love with him, notwithstanding she knows he is mad. When the "Count" pledges himself as surety for a friend's debt, she bobs her hair and sells it to save him from complete madness should he not have the money to pay it. As the result of a free-for-all fight over the theft of a mechanical doll, (which has been given as surety for the debt) the "Count" and the others are jailed.

The factory owner's wife, who dislikes the "Count" because of his good English and liberality, is able to liberate the "Count" but lets him remain in jail overnight.

On the following Thursday, the "Count" returns to work. He has a faint recollection of the girl's bobbing her hair for him. She is delighted that he remembers so much. At last, after all these years of waiting, the "Count's" friends from Russia come and restore his wealth and title to him.

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Copy of letter Mr. Lee Benoist sent to Mr. Goodwillie.

February 4th 1920.

Mr. Arthur L. Goodwillie,
c/o Bounselman & Co.,
112 West Adams Street,
Chicago, Ill.

Dear Arthur:

I was advised by our down-town office that we were fully protected in using the Cumulative feature on Class A shares in view of an agreement between Griffith as a holder of Class B shares of the company.

We used the Cumulative feature for a short period with probably a very shares having been sold as a direct result of that proposition. Among the other matters which I was looking into regarding the set-up of the company, I found that Griffith only agreed to vote his shares for an amendement of the charter and I also discovered that the laws of Maryland require an approval of 100% of the share holders. After thinking this all over and seeing what almost seemed to be an impossibility in this regard and as the Cumulative feature was not an essential selling point for us and not being used by you, it would be better not stir up this situation.

We will have Mr. Griffith sign such document as we may find desirable as protection should any shares which were sold by us during the period mentioned ever come back on us.

As the certificates specifically state they are non-cumulative, any one buying them from a present holder could not claim the cumulative advantage and rather than agitate the question with two thousand shareholders for the advantage of perhaps a few hundred shares, we have decided herenot to go forward with all the legal advertising steps necessary.

I have Epping and Banzhaf or both committed to me regarding special reserve for dividends which now amounts to something over $15,000 and should rapidly approach the total amount required for divident purposes.

Mr. Banzhaf is giving this his personal attention and I am keeping in touch with both himself and Epping in the matter.

Marshal tells me that you will be here next week. This time I will be glad to talk over all details with you.

Very truly yours,

RG
LB/W

NATHAN BURKAN
COUNSELOR AT LAW
1451 BROADWAY
NEW YORK

TELEPHONE BRYANT 7166
CABLE ADDRESS "BURKLAW NEW YORK"

February 5th, 1920.

Albert H.T.Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Mr. Banzhaf:

I am enclosing herewith letter from the Register of Copyrights concerning the registration of the novel "WAY DOWN EAST" by Joseph R. Grismer.

This letter ought to be kept together with the other papers in the matter.

Yours very truly,

Nathan Burkan

CS: EW
Enc.

P.S. If you have not already done so I suggest that you have all the original papers delivered by you upon the sale, sent to the Register of Copyrights for recording.

D. W. Griffith Productions
INTER-OFFICE MESSAGE

To Mr. Banzhaf **Date** Feb. 5, 1920

From Mr. Carr **Time** 4:30 P.M.

Reply to

Herewith synopses of the following stories, and applications for copyright:

"She Made Him Behave," by Dorothy Elizabeth Carter
and
"Mary Ellen Comes To Town," by Helen G. Smith.

We have filled in all the available information we have.

Will you please procure the copyrights, and let me know date of copyright?

Both these pictures were copyrighted by F. P. L. Co. in name of their art publication Co.

Please make all replies on back of this memorandum.

Name of the author of the photoplay (3) Helen G. Smith
(Write name in full)

Country of which the author is a citizen or subject (4) U.S.A. [Must be stated]
An alien author domiciled in the United States must name the place of domicile (5) _____

The title of the motion-picture photoplay is (6) MARY ELLEN COMES TO TOWN

Exact date of first publication (7) _____ [State here the day, month, and year, when the work was placed on sale, sold, or publicly distributed]

THE SEPARATE TYPEWRITTEN OR PRINTED DESCRIPTION ACCOMPANIES THIS APPLICATION

Send certificate of registration to: (8) _____

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

(Street) (City) (State)

Name and address of person sending the fee: (9) _____

(Street) (City) (State)

[Please turn this over]

Write nothing here, but fill out each numbered space below L1

2 copies rec'd
Application rec'd
Description rec'd
XXc.

Leave all above these words blank Fee rec'd $

APPLICATION FOR COPYRIGHT—MOTION-PICTURE PHOTOPLAY REPRODUCED FOR SALE

If the work is a published motion picture, NOT a photoplay, use application form M 1

REGISTER OF COPYRIGHTS, Washington, D. C. Date (1) Jan. 20, 1920

Of the MOTION-PICTURE PHOTOPLAY named herein and REPRODUCED IN COPIES FOR SALE on the date stated herein, the following are herewith deposited to secure copyright registration in full compliance with the provisions of the Act of March 4, 1909, as amended by the Act of August 24, 1912: 1st, Two complete copies of the motion-picture photoplay; 2d, A Description* of the photoplay, also $1 (statutory fee for registration and certificate).

The copyright is claimed by

Name and address of copyright claimant (2) D.W.GRIFFITH COMPANY
(Write name in full)

Mamaroneck Orienta Point (Street) NEW YORK. (City) (State)

*The description deposited should preferably be typewritten or printed.

(Mar., 1916—3,000) [Please turn this over]

Write nothing here, but fill out each numbered space below L1

2 copies rec'd
Application rec'd
Description rec'd
XXc.

Leave all above these words blank Fee rec'd $

APPLICATION FOR COPYRIGHT—MOTION-PICTURE PHOTOPLAY REPRODUCED FOR SALE

If the work is a published motion-picture, NOT a photoplay, use application form M 1

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The copyright is claimed by

Name, citizenship, and address of copyright claimant (2) D.W.GRIFFITH STUDIO
(Write name in full; state here also nationality of claimant)

Mamaroneck, Orienta Point (Street) New York. (City) (State)

*The description deposited should preferably be typewritten or printed.

(Apr., 1919) [Please turn this over]

Name of the author of the photoplay (3) Dorothy Elizabeth Carter
(Write name in full)

Country of which the author is a citizen or subject (4) _____ [Must be stated]
An alien author domiciled in the United States must name the place of domicile (5) _____

The title of the motion-picture photoplay is (6) SHE MADE HIM BEHAVE.

First published on the (7) _____ day of _____ 19____;
[State here the day, month, and year when the work was placed on sale, sold, or publicly distributed.]

THE SEPARATE TYPEWRITTEN OR PRINTED DESCRIPTION ACCOMPANIES THIS APPLICATION

Send certificate of registration to (8) _____
(Street) (City) (State)

Name and address of person or firm sending the fee (9) _____
(Street) (City) (State)

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[Please turn this over]

-SYNOPSIS [redacted]

SHE MADE HIM BEHAVE.

Janie Wakeman	-	Miss Dorothy Gish
Her father	-	Downing Clarke
Her mother	-	Marie Burke
Her chum	-	Mildred Marsh
Jack Valentine	-	James Rennie
His father	-	Frank Kingdom
A Flirtatious Lady	-	

Jack Valentine was a young man with an eye for the ladies. But when he met Janie Wakeman, he forgot all about the other girls that he knew- well he almost forgot.

It was a quiet home wedding with just their chums and their families present. Janie launched into her new life, without a shadow of misgivings, although the other girls all told her that Jack was a terrible fellow with the ladies.

All went well, for a time, perhaps always would have gone well, if Jack hadn't met the vampish young lady on the way home from the office.

She had some heavy suit cases to carry, so of course he helped her into the taxi-cab. Somebody had to help her out with the suit cases at the other end of the trip, so what could he do, but slide into the taxi cab with her, and how could he know that wifie was riding along on the top of a Fifth Avenue-Bus as the taxi_cab flew by.

Of course, when he got home, he helped the lady in

with her baggage, and of course she asked him in and he had to sit down for just a minute and somehow- he never could just figure it out how it happened himself- he found himself kissing the girl. His little wife happened to be looking through the door, so that started it.

Somehow or other he managed to wriggle out of that; then that affair with the little manicure girl came up. It looked so very queer. But it was entirely innocent. Oh! absolutely innocent. In fact, there was no real harm in any of Jack 's little adventures. He loved his wife devotedly, but he just couldn't keep his eyes in the boat.

The end was inevitable. Janie packed up and went home to mother.

She had to do something. Couldn't spend all her time moping around the house, so she went into business with her father. Took charge of a department in his big importing firm.

Janie was q quiet little home girl, but she had inherited the business sagacity of her millionaire father. She was a glowing success in business. Thus, did she try to forget in a maze of invoices, bills of lading and lawyers reports. But there was many a night when she went to sleep on a pillow stained with tears that did not flow, because of the complications in the business of importing linen from Ireland.

Jack was simply frantic with grief, and despair. He went to her father's house, but she refused to see him. He went to her office, and a secretary with a glittering eye kept him cooling his heels in the reception room. He finally managed

to secure an appointment on the next Thursday from four to six.

Janie loved him too well to be very relentless about it. So they kissed and made up, and everything was going beautifully, when of course Jack had to put his foot in it again. With brash masculinity he began to lay down the law in a superior husbandly manner. A very small white hand traveled with deadly deliberation to an electric button on the desk. Before he quite knew what had happened, Jack found himself being escorted out by the secretary with the glittering eye.

He implored; he pleaded; he wandered around in the rain outside the lady's chamber; he thrust agonized notes underneath her front door; he foreswore the female kind forever. At last she really did begin to believe he was going to commit suicide.

Oh, well, you know how it is, Jack was a nice boy after all. No young wife could be too hard on him. So she forgave him and they lived happily forever after.

"MARY ELLEN COMES TO TOWN."

SYNOPSIS.

Mary Ellen has a perfectly good job, as chauffeur to the new sody fountain in a little Southern town, but she is full of ambition, youth and pep, and it seems to her that the inhabitants of the town are all descendants of the well known Rip Van Winkle, who once indulged in a sleep which lasted twenty years. Mary Ellen feels that it is a sad thing to be the only onw awake in a town full of sleep walkers. Her dream is the Big City, where people are always going somewhere to do something. Even to watch the train go through her little town on its way to New York has gotten to be a religious habit with Mary Ellen.

Once, for a wonder, the train stops, while some repairs are made, and a beautiful lady descends to take the air. Although it seems too good to be true, Mary Ellen recognizes in this gorgeous being a well known actress, whose picture she has long cherished. Mary Ellen takes her courage in both hands and speaks to her; she not only speaks to her, she drage her off to a corner of the depot to speak a piece. But the great woman, although she hears her kindly, advises her to settle down and marry some home-town boy.

Mary Ellen, however, is more than ever determined to go to the city. She breaks the news of her intention to her mother, gets permission and starts off.

In the mean time, Norman Cabell, the son of the most aristocratic family of the neighborhood, has returned from the war. He has never seen Mary Ellen, nor she him,

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as Mary Ellen has only lived in the village for two years and Norman has been away for three helping disinfect the germ in Germany. He is welcomed gladly by his father, but on the very day of his return a telegram is delivered informing him that he has fallen heir to the estate of a wealthy New York uncle, and bidding his come to the city to take possession of his funds.

Mary Ellen and Norman to to the city on the same train, But Norman travels Pullman, while Mary Ellen prudently takes a day coach, so they see nothing of each other.

In the city, Mary Ellen gets a job as singer in a cabaret, while Norman is spotted by one of the henchmen of an up-to-date crook, who is manager of the very cabaret where Mary Ellen has a job. The crook sees in Norman a good opportunity to make a good "killing," and determines to separate Norman from his new inheritance with all the speed possible. Unable to attract Norman with one of the regular cabaret girls, an unscrupulous and useful tool, he takes the girl's own suggestion and decides to use Mary Ellen for his purpose.

To make sure that Mary Ellen will do as she is told he stages a fake robbery of the safe, planting a roll of bills in poor little Mary Ellen's make-up-box, where it is discovered by a fake detective. Mary Ellen, utterly overcome and friendless, and fearing arrest and publicity, consents to obey the crook. She is told that all she has to do is to get Norman to take her to a private dining room, where she is suddenly to throw her arms about his neck and scream. This is most distasteful to her, but she has never seen Norman

MUSEUM OF THE MOVING IMAGE

and she is very much frightened and has little realization of what she is being asked to do.

Norman is pointed out to her in the park, and she pretends to faint in his arms. Norman thinks she is hungry and takes her to a restaurant. Then that busybody, Cupid, tosses his hat (or his wreath of whatever it is) into the ring-- Mary Ellen falls in love with Norman, and Norman falls in love with Mary Ellen.

The crook tells her she is taking too long in springing the game, so she desperately goes ahead, but while the crook is waiting triumphantly for Mary Ellen to scream, Mary Ellen is busily telling Norman all about it. She loves him so much that she can do nothing to hurt him, even if her refusal means jail for herself.

The crooks grow impatient and break in, but meet a very different reception from the one they expected.

Norman is heartily sick of the city, and when he buys tickets for the honeymoon trip he gets them for his own home town. Mary Ellen is somewhat surprised when she descends with her husband from the train to find herself just where she started from--from through the eyes of experience and romance it is not really the same place after all.

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Way D. East

February 6th 1920.

D. W. GRIFFITH COLLECTION
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Mr. Thorwald Solberg,
Register of Copyrights,
Washington, D. C.

Dear Sir:

Enclosed please find agreement under date of the 2nd day of February 1920, between William A. Brady and David Wark Griffith, duly acknowledged by the said William A. Brady whereby he assigns all motion picture rights for the entire world in the dramatic production and the novel thereof known as "Way Down East", said drama being copyrighted in the name of Lottie Blair Parker and sold to William A. Brady and registered in his name under #4864402 of 1897, and also the revision of such play with the collaboration of Joseph R. Grismer copyrighted in the name of Lottie Blair Parker #48493 of 1899. The novel upon which said play was published and copyrighted secured therein in the name of Joseph R. Grismer #11048 on May 2nd 1900 and also registered 1900 under Class "A" as follows:

1900	Class	A-6116	March 6.
"	"	6187	" 7.
"	"	6303	" 8.
"	"	6421	" 9.
"	"	6538	" 10.
"	"	6640	" 12.
"	"	6766	" 13.
"	"	5696	" 2.
"	"	5954	" 5.

I also enclose copy of assignment by said Joseph R. Grismer to David W. Griffith covering the same subject matter duly acknowledged by the said Grismer. Will you kindly record these two instruments in your office and make the necessary notations in order to protect said David W. Griffith as purchaser against any possible subsequent sales of the motion picture rights arising out of the dramatic or novel rights of "Way Down East".

I enclose herewith my check to your order for $10. in payment of recording fees thereof and if this is not sufficient to cover, kindly advise me and I will remit any further sums necessary to cover the same.

Thanking you for your courtesy in this matter, I remain

Very truly yours,

AHTB/GD
Encs.

(THis is not my version but a detailed transcription of the authors' action stripped of the authors' verbal flowers.
WSH)

"LIGHTS OUT!"

By Clymer and Smith.

February 7, 1920. Mr. Hastings' synopsis.

Maida Gynne, our heroine, is walking along in some unspecified place, when she is set upon by two highwaymen, who pull a bag over her head and throw her into a closed car. The crime is witnessed by the leading man, Parke Laird. The automobile dashes away, but Parke, his gallantry aroused, sets after it. There is a chase. In some unspecified place, the car goes into a driveway and pulls up before a somber-looking building. Here we are given to understand Maida is carried into the house.

Parke, off the track, finally traces the car to the place where it is parked beside the house. He is observed from within by the highwaymen. He resolves to break into the house to rescue the girl. As he tries to break in the back door, the hold-up man dash out at him. He puts up a fight, but is knocked out by a black-jack in the hands of one of the kidnappers. They truss and gag him (with something). The house is evidently one that has been closed for the season.

Maida, also bound and gagged, is seen deposited in one of the linen-swathed chairs. The business of tying up our hero over, one of the holdup men takes a photograph of somebody that he has been after out of his pocket and compares

it with Maida. The crooks realize that they have made a mistake and kidnapped the wrong person.

(Note: No explanation is given why the holdup men wish to kidnap anybody or who she was. It may be unimportant.)

One thug offers to let Maida loose if she will promise not to scream. To their surprise, she is perfectly calm and comments coldly on their inefficiency. They leave her partly bound and start to go. She suddenly commands them to wait. An idea has come to her. She asks them if they have a business card, and we have the possible comedy of Maida's writing out a fancifully humorous card for thugs. While they consider it, she starts untying herself. She tells them that she would like to talk business with them, and for some reason arranges to meet them in the back room of an ice-cream parlor. All three start to leave the building. In the dark hall, Maida trips over Parke, and demands an explanation. She is told that Parke followed, and had to be disposed of. She unties Parke and gives him First Aid, bathing his temples with her handkerchief and perfume from a small vial which she gets from somewhere. As he moves with regaining consciousness, two letters drop out of his pocket which give his name and address. The name is evidently of interest to Maida. She finds him honest-and-attractive-looking. He is now free, but she does not want him to see her, so she hurries along after her new friends, the thugs.

Parke, coming to, hears the motor going away. He sits up and rubs his head. On the floor, he catches sight of a silver-mounted rabbit's foot, which Maida has dropped from her bag. On the mounting is engraved Maida's monogram "MG". He tries

to puzzle it out. The vision of the girl he has seen returns to him.

In the ice cream parlor we see a picture of prohibition debauchery. There is possible comedy in transferring the activities of the good old gin mill to the denaturized ice cream parlor, and in this one we see familiar types pursuing their careers of crime over the foaming soda water and the annointed ice cream. Maida asks for a secluded table and is shown one in the rear of the place. The two thugs both take fancy drinks, but the abstemious Maida orders lady fingers and a marshmallow surprise. With all the air of furtive conference in a dive, Maida inquires of the thugs what their rates are for their peculiar kind of dirty work. They claim that the high cost of living has made thuggery expensive; that Jimmies have gone up, etc. Finally, however, terms are arranged over the foaming sodas, which have perhaps weakened the moral fiber of the thugs. Maida tells them that she will get into "the house," locate the safe, and tell them when to blow it. The waiter comes up for the check and each gallantly reaches for it. Then all relinquish it to the other. It is evidently a moment when Fortune must decide. One of the thugs gets two dice out of his pocket, and they start rolling to see who will pay the check. (Same business with dice being worked in "Her Grace.") The dice-owing thug offers a side-bet to the interested waiter. The owner of the dice is stung, and imagines that somebody has stolen his crooked dice and substituted honest ones. As they arise from the table, it is understood that the thugs are on Maida's pay roll.

(CUT BACK?)

Two nights before, Maida, in charming dishabille, lying on her bed eating caramels and reading a book on Practical Electricity (She intends to have a useful career, although this has not been particularly established) is peacefully and perplexedly puzzling over electricity when she hears a shot and a cry. The cry is in her Guardian's voice. She jumps up, gets a tiny pearl-handled revolver (note: See "She Made Him Behave.") and goes from where she is to the library. In the library (which should have been shown before) her Guardian, Gregg Morett, middle-aged, portly and prosperous, is crouched at the window in his dressing-gown firing into the darkness through the open window. Somewhere in the room there is an open wall safe. Before it, papers lie scattered. Morret turns at Maida's entrance and moans, "They have cleaned us out!" or "They have gotten the evidence - you are practically broke!" - etc. Maida, startled, demands an explanation, and Morret tells her that in a business transaction with one Willard Laird he has used Maida's money, and that Laird in a shady manner has trimmed him. Morret in self-defence has dug up evidence by which he has hoped to make Laird refund or go to jail. Now this evidence has been stolen, as she can see by the rifled safe. Maida thinks she should have been told of this before, but Morret tells her that he has not had the heart. Then Maida states that she will go to this man Laird himself and battle it out with him. Her Guardian protests -- it would spoil his plans for the recovery of the funds. Maida insists. Morret storms. Maida pretends to agree, but it is evident that she has plans of her own. It is when she has left her Guardian's house that

night and is pacing the street trying to schhme her way out that suddenly she has been blackjacked.

CUT-BACK to original action. Maida leaves her hired thugs somewhere, place indefinite, but probably in the ice cream parlor, or at the door, and goes home to prepare to carry out her determination. She packs a small bag at home, and slipping down the stairs has to conceal herself behind a chair as her Guardian, Morret, passes through the hall. She writes him a note to explain her disappearance, saying that she has gone for a few days to visit a girl friend, whom she does not name. Then she successfully makes her escape from the house. She is next seen the following morning on the porch of a little hotel at the small town of Waverly Gardens. She is planning how she will frighten Laird into restitution of her money. She plans to plead with him, and then to frighten him, and unconsciously she rehearses all the dramatics of her coming interview, much to the delectation of the porch loungers. Two small boys mimic her contortions. If neither threats nor pleadings work, she plans to locate the safe and leave the rest of the job to her hired thugs. (Although this determination can scarcely be shown in action and must be held to a title.)

Finding that she is amusing the guests of the hotel, in sudden embarrassment she snatches a paper from a reader in a nearby rocker and hides herself behind it, burying herself in its columns. An item catches her eye. She discovers through this that Willard is having his country place wired in modern

fashion by Ed Sproat, the local electrician. She remembers her own researches in electricity, and in sudden determination decides that she will gain entrance to the Laird mansion as Sproat's employee - an expert electrician.

She goes up the street in search of Sproat's shop. In his office, she finds Sproat, a smalltown, untidy heavy who has returned from the Laird job to get tools and return. Maida tells him that she wants work on this particular job, which startles Sproat. She tells Sproat that she is a good electrician, but he is unwilling at first to give her a place. ~~Wick~~ We see, however, that this hick is caught by the lure of Maida's beauty, and that his low mind contemplates some dishonorable advantage to be gained over our heroine. He tells her in correct heavy style that the only way it can be worked is for her (Maida) to pose as Mrs. Sproat when she gets to the Laird mansion. (Note: This is absurdly weak, as in a small town Mrs. Sproat would be as well known as Sproat himself. If possible, get some stronger reason while retaining the business of Maida's posing as Mrs. Sproat.)

Maida slips Sproat a bribe, and he explains to her the work to be done in such technical terms that Maida is left staggering. He tells her that she will find "Vig," his helper, on the job, so Maida, evidently leaving Sproat's establishment, hires a jitney and is taken out to Laird's place. On her way, she passes Parke Laird (or he passes her) -- his direction is indefinite. She feels a gush of interest after this, and sudden resentment. It is his father who is trying to steal her money. Laird watches Maida as she stops in front of the house and starts to unload electrical material. Maida starts for the main door, but, remembering, turns towards the servants' entrance. She announces to the cook that she is Lizzie Sproat, the electrician. The cook is evidently suspicious, but calls down the cellar stairs for Vig. Maida goes down the cellar stairs to meet the helper. Vig, a lank, double-jointed helper, is contemplating two pipes coming out from the wall.

(Note: There seems to be some confusion about whether the Sproats are making plumbing or electrical repairs.)

Maida tells him that she is his new boss. He takes this apathetically.

Willard Laird, the father of Parke, is introduced in his bath room. He is dressed in a wrapper, and wants the water turned on.

Babette, a French maid, admires Maida, who has somewhere gotten into a new suit of blue overalls. The valet comes in to tell them that Laird wants the bath water.

Vig has gotten his pipes mixed up, and looks at them

hopelessly. Maida takes a chance and connects the water pipe with the gas meter, and the gas pipe with the water meter. Maida takes a chance and connects the water pipe with the gas meter, and the gas pipe with the water meter. We are somehow tipped off that there is a confusion of the pipes.

Upstairs, Laird is told by his valet that the water is ready. He again enters his bath room. The pipe is turned on, but no water comes. Disgustedly, Laird throws his match into the tub (he has been lighting a cigar). There is a burst of flame, and Laird and the valet are exploded into the hall. Maida and Parke, hearing their cries, interrupt a tete-a-tete in the library and dash upstairs. (Note: How did Maida get into a tete-a-tete with Parke in the library?)

The elder Laird sees Maida's overalls and starts to cuss out the person he believes is responsible. To his horror and surprise, he discovers her to be a girl.

Babette, the maid, in the mean time is preparing to do a little hair frizzing in her own room with a gas curling iron. As she holds the match over the heater, a shower of water comes up and douces her. She rushes in indignation downstairs.

Maida, called to account, by old Laird, claims it is Saturday and therefore a half-holiday. She is through. But Parke Laird looks so upset at this news that Maida relents.

Somehow, the scene shifts to the cellar, where Parke holds a ladder for Maida as Vig, who has waked up again, tinkers with the pipes. Maida, watching Parke, sees that he is soiling his immaculate flannels in his devotion to her.

Maida is glad that the day is over. She is seen studying an electrical handbook while she changes from overalls to feminine fripperies. The maid, coming in to announce dinner, admires her.

Maida instinctively goes into the master's dining-room. But behind Parke's back the butler indicates that she is to eat ~~xxxxxx~~ in the kitchen. The elder Laird gets a glimpse of his son's infatuation and warns him not to be a fool over a pretty face.

Maida in the kitchen has a comedy meal with the servants, flirting with the butler, which disconcerts the maid.

The scene shifts to Vig (the plumber's helper) who has tapped a wall for a pipe and mined his way into Laird's private stock. He proceeds to get gloriously pickled. He goes up to dinner in this condition, where the butler greets him with stern reproval and envy. Vig, claiming that he is perfectly sober, tries to feed himself through his ear.

The butler tries to get Maida to walk in the garden with him. But Maida, vamping him slightly, diverts his mind and traps him into an admission of where the family safe is.

As soon as she can, Maida slips off to look for the safe. She glances into the dining room as she passes, sees Parke and his father smoking, and steals on to the library. She cannot find the safe at first, and while she is looking for it she falls into a hole in the floor that has been made by the electricians, and short-circuits two wires with a blinding flash, plunging the house into darkness. Parke and his father run into the library, and the butler coming to the rescue with candles, Maida is discovered in

the hole. She explains she is inspecting the wiring and is told that her firm made the hole in the floor to put in the burglar alarm.

She goes to look for the blown-out fuse with Parke, escorted by the butler, bearing candles. In the cellar, they find Vig, dead drunk. On being awakened, he makes some comedy remarks.

Maida finds the fuses and replaces them, but as the lights go on father Laird comes down and finds his wine locker broken into. He tries to discharge Vig and Maida, but Vig says that if he is fired he will squeal about the secret horde to the police, and as Maida backs him up in this Laird is forced to retire in defeat.

Maida goes out with Parke, who tells her he wishes to see about having the pergola illuminated. There is a love scene in which there are some more or less clever lines. Parke gets out the rabbit's foot which Maida has lost and wonders if this is by any chance the girl he followed. As Maida stalls, the bushes part and the faces of Maida's hired thugs appear. ~~Maida sees them and wildly~~ The love scene continues, although Maida is getting nervous. As she shrinks modestly back, Parke pursues her, and this makes the thugs think that some rough stuff is about to happen to Maida, their employer. They sneak out to down Parke.

Maida sees them and wildly waves them back, and as Parke notices her gesture, changes it into a gesture of pointing. out where she thinks lights should go on the pergola. But Parke, suspecting something, glances around. The thugs drop out of sight just in time. Parke asks her to go to the beach tomorrow.

Next day at the beach, Maida in a snappy bathing suit appears with Parke. We see the gnarled-looking thugs chaperoning her from behind a big rented beach umbrella. They wave her encouragement. She is afraid Parke will see their gestures, and goes into the ocean to get rid of them. But they follow. She can hardly send them away, because she has hired them for this very purpose.

In Maida's own home, her guardian is looking over his passports for Australia. He is about to make a getaway. It is revealed that the former scene of his plundered safe was framed by him. The guardian looks over a letter from Laird, Sr., in which Laird offers to buy the securities in question. Laird sends a servant out for a roundtrip ticket to Laird's town,- Waverly Gardens. // In the meantime, Maida and Parke are getting back to Waverly Gardens, while the two thugs are seen concealing themselves in an empty outbuilding. Parke shows Maida about the house, which pleases her as she wants to locate the safe. He shows her the safe, which is just in front of the hole into which she fell in the past scene. These wires bring a high voltage current to the safe, or rather a metal plate before it, so that anyone opening the safe is due for a paralysing shock of electricity.

Maida, overjoyed to have found the safe, wishes to confess the whole matter to Parke, but decides not to. Instead, she goes out to look for her thugs. (Her method of getting away from Parke is not revealed.)

She finds the thugs in some unmentioned place (Probably the outbuilding) tells them that the safe is to be opened, and

she will take out the documents in question. Nothing else is to be touched. She goes out somewhere.

The thugs, left alone, laugh over the ideathat they are not to touch anything else.

Night in the library. Maida peers in. Two dark figures steal across the floor towards the safe. Maida is suddenly gripped with terror and slips back behind the door curtains.

P Parke enters from the verandah. He has seen the men crossing the lawn, and watched them as they entered the house. In the darkened room, he passes within a foot of the place of Maida's concealment. He slips to the table and gets a revolver from the drawer, calling "Hands up!" as he switches on the lights. The thugs whirl, to find themselves confronted by his gun. He is reaching for the push button, to call the servants, when Maida, watching, realizes she has to act. She runs in, asking him what is the matter. He indicates the burglars.

Maida suggests that she take the revolver while he goes to the telephone to call the police. She covers the thugs with the revolver. As soon as Parke has left the room, she orders them to escape.

Parke, unable to get Central, runs back to the library, where he finds Maida lying on the floor. She is pretending that she has been overpowered. Parke is solicitous and wants to summon help, but she revives and they bid each other Goodnight.

The next day, Maida sends Vig to the city for materials and Parke eagerly takes the absent helper's place. They work in Laird's room. Laird is having a bathtub arranged so that it will slide into the room, at the pressure of a button. Near this

button is another, which brings up an electric dumbwaiter.

The next scene is Saturday. Maida, rapidly falling in love with Parke, is sure that he has nothing to do with his father's proposed scheme of swindling her. Parke tells her that Gregg Morrette (her guardian) is coming out tomorrow, and that he does not like him. Maida imagines that Morrette is coming to force Laird to make restitution.

For some reason or other, Maida seems to have a room in the Laird mansion. She is glad her guardian is coming. She hears a motor approaching and thinks it is her guardian. Instead, it is Ed Sproat, the boss electrician.

Parke receives Sproat on his arrival. Sproat says he thought he'd come out and look over the job - that he wanted to see his wife anyhow. Parke does not know what he means by that. But Sproat explains it is the girl who is finishing up the job. Parke, stricken, indicates the stairway. "She is in her room, I guess, in the servants' quarters." As Sproat hurries up the stairs, Parke, realizing what a fool he has been, sinks into a chair.

Maida calls "Come in!" to the tap on her door. Sproat enters, greeting her familiarly. She tries to fire him out, but Sproat maliciously claiming a husband's privileges, takes her in his arms, and tries to kiss her. She is afraid to cry out, for fear that her real identity will be discovered. Sproat's loathly lips come nearer and nearer. Maida fumbles for her revolver; just at the last desperate moment, the thugs come in and crack Sproat over the head with a blackjack. Sproat sinks unconscious.

Maida explains to the thugs that crime is off.

Her guardian will be coming tomorrow, and all will be well. They want to know what they get out of it. Maida empties ~~their~~ her purse for them, and persuades them to go and take Sproat with them. (It is not exactly clear what happens to Sproat, although he is seen to have had enough.)

Maida wonders how much Parke has discovered. She peeps through the doorway and sees his despair, but she can do nothing to relieve it. Parke comes into the hallway - but in a very casual way. She tells him that she is going to finish, and he replies that it is probably a good thing, as her husband must need her at home. Maida is angered for a moment, and then triumphant, as his anger is a proof that he is not indifferent.

We see Laird ringing for his breakfast. Babette, in the butler's pantry, is putting a tray on the dumbwaiter shelf. Laird pushes the button prematurely and the dumbwaiter goes up, taking Babette with the breakfast, which might be called the height of hospitality.

Parke enters, just in time to see omelettes, French maids, etc., spilled onto the parental couch. Maida enters a second later. (Reason unexplained.) The elder Laird glares, too indignant to speak. The maid claims she has been compromised. Laird shoos the whole bunch out. Late

Later in the day, Maida meets Parke. His manner is restrained. She tells him his father has gone to the village, and she wants to show him how well the bath tub she has installed works. She presses the button and the bathtub comes into the room. Father has not gone to the village; he is in the tub. Maida with great presence of mind presses the button again and shoots father back into the bathroom.

Gregg Morrette, Maida's guardian, arrives late in the evening and sits on the porch with Laird and Parke. Maida sticks around trying to catch his eye, but he doesn't look at her. (There is nothing mentioned about any surprise of the Guardian at finding her here -- maybe he doesn't see her at all.) He is offering to sell the securities that he has wrongful possession of. He brings out the securities and there is a slight dispute because they are in Maida's name. Maida hears her name as Morrette explains that she is his ward and he has her power of attorney.

Parks starts for the library for his check book, as Maida appears and announces that she does not want to sell. The guardian almost faints. Maida picks up the securities, and at last on to who is the real crook denounces her guardian. We see the thugs getting into the library. Parke is glad to learn that Maida is not the electrician's wife. The thugs try to rob the safe and are much shocked. Maida and the Lairds coming into the library turn on the lights and find the thugs shimmying with electric current. (This is used in "Turning The Tables.") Maida releases them and begs off for them, although the elder Laird wishes them jailed. Parke gets his father out of the room, and as the lovers sway together, Parke's hand reaches for the electric button and for once all goes well and we have - LIGHTS OUT.

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LIGHTS OUT.

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ROugh hands jerked a burlap bag over her head. Though she fought desperately, the two highwaymen dragged her into a Sedan with drawn blinds. Away swiftly down the quiet suburban street.

The good-looking, well-set up young man who had seen it all, took it on the flying hoof after the crime car. Beauty was in distress and he meant to be in on her rescue.

Round corners on three wheels and the car jolted to a halt before a sombre looking building. One hauled the bundle of girl through the door while the other parked the car out of sight behind the house.

The young man in pursuit of trouble stood baffled on the corner. Had he lost the car? Came the faintest echo of a scream. Like a gray-hound he sprinted down the walk. Which house?

The marks of auto wheels showed fresh on the loose earth driveway. His cane rattled noisily on the walk as he stooped to examine them. Through the panel of a shutter, two eyes glared out unseen upon him.

Circling the house, the young man found the car.

Should he summon the coppers, or take a chance of getting in and seeing what happened? As he carefully sought to pry open the back door, stealthy footfalls warned.

Too late! The two stick-up men were upon him. Fists flew and he got over several good straight rights, but then a black-jack crashed on his skull.

Trussed, gagged, they carried him into the shadowy manse and let him drop.

A very pretty girl, (if your imagination could take you beyond the kerchief that kept her feminine mouth from it's usual loquacious functions) was piled in a chair in a room whose furnishings swathed in linen dust coverings, showed ghostly under a dim electric light.

Pulling a photograph from his pocket, one of the stick-up gentlemen, his eye blackly a-pop where the Galahad's fist had rested for a loving moment, squinted at it--then at the captive. A frown-- a shade of doubt.

Passing it to the other worthy, he scratched an undeloused head anxiously.

"It's the wrong skirt!" damned the second brigand. "The lady we wanted was cross-eyed and had buck teeth!"

"Will yer promise not to yowl if we take the rag off your mouff?" questioned No. 1, approaching the lady of error. She nodded. The rag came off.

"You will never amount to much, if you make mistakes like this" she commented acridly, her fear vanished. "Such inefficiency" "

They gapped at her stupidly- surprised.

"Now--if you'll untie my hands and feet, I'll agree not to run away, attack you or disturb your peace in any way" she bargained briskly. She was a very business-like little body-calm, matter of fact and strongly to the point.

"Somebody'll come along and let you go, maybe after while" commented one thug comfortingly as he started for the door.

"Wait!"

They wheeled like two Heinies who had heard the thunder of Hindenburg himself.

"Have either of you men a business card?" and by her knitted brows it was obvious that a thought was germinating back of them.

The worthies looked wonderingly. Then two grins broad and mirthful. One shook his head.

"You need a manager" she ordained scornfully. "The idea of having no business cards".

"I'll write the correct form, then you have a plate neatly engraved and some thousands struck off. Use small, plain type- nothing vulgar!"

"Bless 'er 'art!" exclaimed Cockney Chimmy. "She orders us about jus' like my ole missus!"

The other tugged at his sleeve, impatiently.

"Undo my hands--and don't gape at me like two nitwits!"

Somehow, as though dazed by the reminiscent thought of the 'missus' - long since doing her 'ten years hard' for playfully braining a neighbor- the Cockney one worked upon th e knots.

Her hands freed, the girl pulled a dainty gold pencil and a bit of paper from her handbag.

They watched as she unhesitatingly scribbled a few lines.

Cockney read it painfully and smothered a cackle;

Plain and Fancy Dirty Work

Done Reasonable.

Safe Cracking and Hold-Upping at all hours.

References exchanged.

Cockney's honorable associate, Billy the Mauler, gibbered appreciately.

Reaching the paper, she scribbed an afterthought:

Women, Childred and Cripples

Our Specialty.

Her fingers worked rapidly at the cord round her ankles.

"Now, if you're not under contract, I want to make an offer" she declared, fluffing her disarranged hair and hat. "We'll go into the matter in the backroom of the Sundae Rest--over a chocolate soda!"

She was calmly hynotically dominant. Switching out the light economically she followed to the hall. There a dark figure lay sprawled. Her foot struck against him. As he moved the misty light through the dusty glass fell on his face. She saw that he was tied and unconscious.

"'e follyed us and he 'ad to 'it 'im rather 'ard and bring 'im in," explained Cockney. "Guess 'e wanted to be a furst class rescuer."

Her interest was strongly with the fallen knight.

Freeing his hands she opened her bag for a 'kerchief to wipe the dried blood on his temple. Solicitiously she sprinkled his face with perfume from a small vial.

As he stirred uneasily, two letters lolled from his gaping pocket. Curiously she glanced at one and started in amazement. The name was:

Parke Laird, Esq.,

Waverly Gardens.

With interest strangely trebled, she scrutinized him, A good-natured face, young and easy to look at. It was the face of one you could loan two dollars with a curious feeling of security.

His eyelids quivered. In alarm that he should waken too soon, she scurried out after the thugs. To the car and away.

The roar of the motor beat dimly upon the young knight's ears as his eyes opened. Raising on his elbows, he gingerly laid a hand on his well bumped head. Then, a small rabbits-foot- dropped by M'Lady from her bag when she fumbled for the kerchief and perfume, caught his notice.

A small silver ring circled through the rabbitsfoot end and on the ring the monogram:-

M.G.

It was too much to puzzle out. Did it belong to the lady in distress? And who was M. G.?

The Sundae Rest was a perfect place for a quietly serious talk on crime. It was a gilded salon, a-glitter with men and seated around little marble-top tables or lounging in cozy nooks against comfortably padded leather.

Irish waiters with hard silver trays bore colorful soffish drinks and ices. Two of them were busy ejecting a flashily dressed man with a chorus girl. The F. D. Man heavily charged with carbonated waters had bitterly complained of his bill.

A lounge lizard whispered of illicit things to a poor little frightened mouse of a girl and cunningly pressed her to drink her Coca Cola.

One happy celebrant shamed his lady by loudly demanding of his waiter to bring Orange Phosphate for everybody in the place.

The soda jerking barkeeps in the front kept up a fizzy flow from the onyx cascades and the place fairly reeked of the false, meretricious wickedness of life in a great city.

To such a place, M. G. brought Cockney Chimmy and Bill the Mauler. The hat check girl exacted tribute. Then on to the head waiter.

M.G. slipped a bill into his practised palm.

"A quiet table for three--not too near the music". she insinuated softly. He led them past the whirling phonograph disc.

"What'll it be boys?" she questioned, as sequestered in a choice nook marked "reserved"Cockney and Bill studied the dry-cleaned lists.

Bill would have a "Lovers Delight" with a chaser of plain water. Cockney went in for stronger, sterner stuff--a Banana Split.

"I'm not drinking" she apologized, ordering lady fingers and a Marshmallow Surprise.

And then they got down to business-covert looks about and the drawing together of heads.

"What are your rates by the day or week?" inquired M.G.

They were distressingly high. Cockney spoke sadly of the high cost of materials, living, lawyers and progessional bondsmen.

"You pay twice as much for a good Jimmy nowadays" he complained.

They came to a compromise terms as the convivial soda stirred them sociably.

"I'll somehow get into the house, locate the safe and tell you when to blow it", she advised in conclusion.

Each reached for the check, the waiter brought. Then all self-sacrificingly relinquished it to the others. An embarrassing moment. Cockney draws forth two well worn dice. They would throw for the honor of paying--high man to pay. Cockney won- or lost, as some might view it.

"Let's make it two out a three" gambled Cockney, generously. Bill glared witheringly and murmured something about welchers. They shook again. Cockney offering a side bet with the interested waiter that he would throw crap this time. Cockney's luck was superb. He was high again, with 'big six'.

Cockney squinted at the dice ferociously as a deadly thought rushed to him.

"Some crook's swiped me frenly bones an' slipped me dese honest ones." he bemoaned as he had to pay.

They swept out through the aisles of carbonic vice....

The deal was on and two good, jail-fearing bad men were on the payroll of Miss Maida Gynne, a maiden in search of her own....

It was only two nights before that Maida, kimonaed and curled to an artist's taste had lain peacefully in the golden glow of her bed-side lamp. She chewed caramels from the box at her side and pored into a book of absorbing interest. It was not an ambisextrous tale of a poor girl who came to the great city to make her fortune and married a rich man with gray at the temples. It was called "Practical Electricity." Maida meant to have a useful career and thus she had been poring into mysteries of "juice".

And then--as she read---! A shot rang--another! A rascuous cry--her guardian's voice!

Maida was out of the room in a trice. A tiny pearl handled revolver in her hand.

In the library, her guardian, Gregg Morrett, middle-aged portly prosperous, crouched at the window in his dressing gown firing into the darkness.

Before the opened door of the wall safe, papers lay scattered.

Morrett turned to face his ward.

"They've cleaned us out", he moaned. "They've gotten the evidence. You're practically broke--and so am I!"

Maida paled. What did he mean?

Morrett dismally excited, explained.

One Willard Laird, in a manner which just kept within the law had jipped him badly on a deal which involved Maida's money.

Morrett had dug up evidence which would make Laird pay back or go to jail. And now this evidence was stolen- and the yeggs were even now beating it away from the rifled safe!

"Why didn't you tell me about this before?" questioned Maida, distracted.

Morrett said he didn't have the heart.

Maida flared. She would go to this Laird herself and threaten him-make him pay up or scratch his eyes out.

Morrett protested. She must not do that. It would spoil his plans for their recovery. Maida insisted. Morrett stormed. Maida seemed to resignedly agree, but to any man who can easily read a woman (of which there are legion, of course) it would have seemed patent that she intended to do something about it herself.

And thus, on the very night, that she walked the street and strove to scheme out a way, along had come bunglers Bill and Chimmy!-----

And thus, after leaving these hired men in yeggery in an honest cause, she went home to prepare.

Slipping a few necessities into a handbag she crept down stairs covertly, hiding behind a chair as her guardian passed through the hall. Leaving a note on the table to the misleading effect that she would possibly be gone a few days on a visit to an unnamed girl-friend--she was out and away on the adventure whose success meant a matter of just about a hundred thousand to Maida..

The next morming on the porch of the little hotel of the small town near to Waverly Gardens, Maida rehearsed how she would handle her financial desolation. If tears did not get him--threats and flashing eyes might frighten him. She was so rapt in these rehearsals that she started to unconsciously act them. Her changing expression and muttered words won much interest from the loungers who speculated on the exact degree of her sanity and as to how she got that way. Two impish small boys mimiced her facial contortions.

If these pleadings or threats did not work out--then she would steal in somehow, find the safe and call on her yegging helpers to crack the safe, reflected Maida.

Aware suddenly of her unconscious carryings on, as the loungers tittered, she hid her embarrassment behind a local newspaper snatched from the next rocker. And as she hid she read- and it was very inspiring reading.

A much featured 'item" was to the effect that Ed Sproat, the local electrical doofunnies, and was having his place wired and

buttoned in ultra-modern, labor-saving style.

Flashed the method of getting into the Laird mansion. She was an amateur electrician!

Up the street quickly in search of Ed Sproat's shop.

Ed Sproat, in his heart was the town cut-up, but a canny slicker in the sould of him, he kept it carefully packed behind his artful eyes and the scraggly mustache that drooped like so much bedraggled alfalfa over his sensuous mouth.

It happened that this day, he was up in town gathering materials.

"I want work- on the Laird job" greeted Maida.

A lady electrician was a novelty and she was powerfully pretty. Sproat turned ends on his reflective toothpick and studied her silently.

"When do I start?" demanded Maida in a matter-of-fact way.

Sproat shook his head and spat expertly through the slightly ajar door.

"Can't use women. And how do I know you are an 'lectrician? And do you b'long to the union?"

"I belong to the Public Library" answered Maida readily"---and I don't ask any wages."

"What do you want to work at Laird's place for?" questioned Sproat curiously.

Maida waved a small roll of yellow banknotes.

"I want a good reference from you when I finish the job--and I'm willing to pay for it" she lured.

Sproat fingered the roll tenderly. Then a look that Maida didn't like came into his eyes as they fastened greedily on the youthfully curved form beneath her tight-fitting suit.

"The only way I could arrange it" he meditated as his eyes narrowed to two greenish slits,"--is for you to say you're Mrs. Sproat when you get there."

Maida felt an apprehensive chill. But she was bound to see this thing through. She nodded.

Pocketing the roll of yellow boys, Sproat started to go into particulars of technical lore. It was mostly Greek with a dash of Sanscrit to Maida but she listened wisely as though she knew all about it.

"You'll find Vig, my helper there " he added "and he'll show you what's left to be done." Maida felt relieved. The helper would help.....

As Maida jitneyed upto the imposing entrance to Laird's Waverly Gardens, a snappy roadster flashed by. And in it--Parke Laird, the youth of her attempted rescue! A buoyant tug at her heart-strings. Then a revulsion of feeling. His father was trying to steal her money!

He watched curiously at the door as she laid to with the jitney driver and started to pull electrical material out of the tonneau.

Maida started for the main hall door and then remembered Swerving abruptly she sought the servant's entrance.

"I'm Lizzie Sproat the electrician" she announced to to the cook who looked her over suspiciously and snorted.

"Hi! Omelette head!" she saluted down the cellar steps.

"Yeah," answered a voice.

Maida dived into the cellar depths to meet the helper.

Vig. short for Vigor, lank, double-jointed fellow, with a tousled head and a lower jaw that appeared to work on a swivel,

turned rapidly from his study of two pipes that jutted from the wall.

"I'm your new boss# she introduced shortly. "Do you know much about electricity?"

He shook his head, yawned and stretched widely...

It made things look so hopeful for Maida.

In his bathroom, Willard Laird, rotund, bald and retired from super-active business in order to enjoy his gout, vainly sought to win water for his bath from the handsome nickle ornaments marked respectively "hot' and 'cold'. Wrapping his bathrobe, more closely around his pale pink body, he irefully ordered Binks the butler valet to make those 'damned' electricians turn on the water.

Babette, the chid French maid admired Maida, as clad in a natty new suit of blue overalls, she came down to join her helper. From her hip pocket jutted a copy of "The Amateur Electrician's Guide".

Binks stalked in to report his master's order for bath water.

The pipes leading perpendicularly to the gas and water meters were strangely twin-like. Which was which was a prize mystery. Wig didn't know. Maida had to take a chance. And thus of course, the gas pipe was wrongly connected with the water meter and vice versa.

Taking Bink's assurance that the long delayed water was now ready, Laird robed it majestically into the bathroom.

But no water came! Lighting his cigar from Binks' match, he threw it disgustedly, still lighted, into the tub.

A burst of flame from the faucet, Master and Man catapaulted to the hall.

Alarmed by their hoarse cries, Maida and Parke hurried up from a tete-tete in the library. Laird for the first time, glimpsed an overall clad figure.

"Here, you!" he gasped. "What the -------!"

The cuss words choked. A girl!

Now the treasured pride of Babette the maid, was her frizzy bobbed hair. She deftly attached a long rubber hose with a curling iron heater attached to a combination gas and electric fixture on her room wall. It was frizzing time in Waverly Gardens.

A lit match in Babette's hand hovered expectantly over the curling iron heater. But instead of flame-- a merry little jet of water sprinkled her suddenly. She 'sacre bleued" and 'Mon Dieued' it below to join the group discussing the bathtub liquid fire mystery.

Maida, seeking refuge in technicalities partly answered to old Laird's irate effusions by remarking that this being Saturday afternoon all good electricians have a half holiday. Impausse!

But Parke looked so upset that Maida relented.

Parke insisted upon holding the ladder for her in the cellar as the newly awakened Big tinkered with the pipes. Maida covertly watched the younger Laird. He was dirtying his immaculate flannels for her!

Maida's work day ended- greatly to her relief.

She peeped studiously into "The Amateur Electricians Friend" as she climbed out of overalls and into something feminine.

Babette the unfrizzed, announced "supper". Hastening down her in frank admiration. Indeed a very pretty frock.

But he did not bring up a chair for her! Why?

Binks, entering with a tray, frantically signalled to Maida

behind Parke's back. Came the realization that she was to eat with the servants.

"Hope the lights are all right" she covered as Parke gallantly opened the door to the butler's pantry.

"Don't be a damned fool over every pretty face,"growled the old man.

Maida enjoyed the social distinctions of servants hall dining. Binks patronized her and flirted unctiously--to Babette's obvious jealousy.

But where was Vig--usually so prompt at feeding hours.

More subtle pleasures engrossed Vig--in the basement.

For Vig had found a wet gold mine!

With ahhighly trained nose for overtaking rough liquor, Vig found a clue while running a conduit along an apparently solid wall, which sounded suspiciously hollow. With industry amazing, he had found the secret spring that opened a cleverly concealed plaster-covered door. And in the safe within--row upon row of bottles!

A corkscrew on Vig's keyring! A thirst that was more than thirst! And glug! glug! down the Vig throat trickled the rye juice, cached away for the everlasting dry days--seemingly safe from the "thou shalt not!" law!

And thus Vig came up to supper with a breath.

Binks sternly accused him--a sterness tinged with whistfulness. Vig virtupusly remarked that he never drank, as he miserably failed to insert a tea-cake in his ear.

Binks turned from anger to romance. He archly suggested to Maida that they walk out later in the noonlight. Maida looked awed by the honor but coyly said she was afraid- that he looked devilish.

Binks glowed with pride at being dubbed devilish and tried to look arch and wayward.

"I suppose Mr. Laird's awfully rich" led Maida in search of information. "Isn't he afraid of burglars?"

"I'd like to see any burglar get into that library safe" boasted Binks.

"A safe in the library?" questioned Maida artlessly. "I didn't see one."

But Binks felt he was talking too much and abruptly turned the subject to cheese and crackers.

Maida slipped off to seek that safe. Peeping into the dining room, she saw Parke and his father, lingering over their cigars. Softly she crept toward the library.

There was no evidence of a safe, so far as Maida could discover. In the dim twilight, she did not see a hole where a section of the floor had been removed! Down into it she crashed--a drop of three feet. A blinding flash and Maida shrieked. She had short-circuited two wires. dousing the house into darkness.

Into the linrary, ran Parke and old Laird.

"What's happened"?

"I-I-I don't know !" came a tremulous voice from somewhere below.

Binks came to the rescue with candles and Maida was lifted out of the hole.

"I was looking over the wiring" she lied, "when something slipped and the lights went out."

"You people did it yourself" complained Laird. "Sproat said he had to cut up the floor to put in a burglar alarm."

"Burglar alarm?" puzzled Maida. "In the floor?"

Maida's slight knowledge of electricity tole her that a fuse had been blown but where was the fuse? Vig would know. Parke accompanied her to the dark cellar, Binks preceeding with candles.

Sterterous breathing,- and there, his head laid coyly on a coal pile, slept Vig, tight fingers fondly encircling the neck of a bottle of vintage champagne.

Parke grinned, Maida pushed the recumbent figure with a dainty foot.

"Lemme 'lone, Mike," grunted Vig without opening his eyes, "I ain't goin' to sleep."

"He thinks you're a bartender" whispered Park.

A harder push with the dainty foot.

"All ri'," growled the souse. "See what the boys in the backroom 'ill have." And with this generous remark, he sat up bleary-eyed.

"Get up! you--you drunkard!" commanded Maida.

"Ain't drunk" denied Vig. "Ain't had a drink since the ol' state went dry. I', ju-u-u-u-st tired. workin' hard and everything".

The electrician has found and broken into your liquor, sir" reported the justly indignant Binks, to his master upstairs.

As Maida replaced the burnt out fuses, and the lights switched on, old Laird bounded down. One look at the open wine locker! He turned wrathfully on Maida and Vig.

"Get out of here!" he bawled, "out you go--bag and baggage!"

"Father!" remonstrated Park--thinking of Maida.

Vig, with liquid courage, made a firm stand.

"All ri'," quoth Vig," 'Ya 'aint got no right with licker in

in this state. You put us out, we'll tell sheriff--sheriff 'll take you and the booze! How's that? Take us or leave us!"

Maida backed him up. Any old port in a storm.

"G-r-r-r-r-r." growled Laird, as he stormed up the stairs, licked.

Vig stuck out his chest, but Maida looked regretfully toward Parks. Parke was laughing.

"Father spoke about having the pagoda illuminated. Would you mind strolling out and talking it over?" he suggested.

Maida looked at him, suspiciously--but he appeared child-like and guileless.

As they stolled out to the little pagoda that occupied the center of the bridge spanning the artificial lake, Parke questioned tactfully.

"Been working long?"

"Years and years!" she replied. "I was born an orphan," she deplored waggishly.

He said he was now in charge of his father's business- since the pater had retired.

Maida's heart felt a twinge. She was more than liking him. But if he had been engaged with his father--in charge of that business--he must have been an active ally in robbing her. She chilled as he picked up her dropped kerchief. He stared at those mystic initials M. G.

Maida, conscious of his stars, feigned deep interest in the lake.

Slowly he pulled the rabbitsfoot from his pocket. It had the same lingering odor! And the form of monogrammed M.G. was identical.

She watched fearfully. Had he seen her that night. And if

so, what then?

"I once tried to help a girl whose initials were M.G." he reminisced thoughtfully, "--but all that I got out of it was a bumped head and a rabbits-foot for luck. But somehow you remind me strangely of what I think she looked like!"

Maida smiled vacantly.

"----but I thought your name was Sproat" he startled.

"This handkerchief belongs to a friedn" she dodged lamely.

"Who is she?"

"She--she's Molly Ginty, a laundress" fibbed Maida fictionally.

Nearby, the bushes stirred. Two faces peered through--the non-shaved Chimmy and Bill, the two hired thugs!

"I'll say that broad is some rapid little worker, " whispered Bill. "Got the young fellow hooked already."

"Well I'll be d....!" he continued, recognition flickering in his eyes. "That's the same bird we knocked cuckoo yesterday.

Say, what kind of a game is she workin' anyway?"

Maida rose nervously. "I thought you brought me here to talk over the lighting. You haven't said a word about it, and I'm getting awfully sleepy." She sought to break the thrall he was weaving.

As she took her handkerchief, his fingers closed round hers and clung with gentle pressure. Call it moonlight madness or what you will, but for the nonce Parke had a wild desire to crush this girl in his arms.

His expression warned and she drew away sharply, angry because she felt a certain strong urge to agree pulsantly with his desires. But still he retained her hand. She jerked it free.

He followed with both hands extended in apology.

"I didn't mean to frighten you. Really, I hardly..." But she retreated further.

To the silent watchers in the underbrush, such movements appeared ominous. They had to protect their boss.

"He's startin' rough stuff!" whispered one hoarsely. "Come on let's git him!" Swiftly and silently, in rubber soled shoes, they skulked toward the pagoda. Terror gleamed in Maida's eyes as she saw the dark figures approaching. A hand upraised held a black jack.

"Now don't you think a light placed on that post," she stalled to Parke, frantically waving to the thugs to keep back, "would improve the east entrance to the bridge?"

Sensing that something peculiar was heppening, Parke glanced back, but the thugs had whisked out of sight just in time.

As they strolled up the Long, moonlit walk Parke blurted out; "Say, please don't think me presumptuous, but tomorrow's Sunday! How about running down to the beach?" Truly, she might gain valuable information. She accepted.

She sainted Sabbath. Parke found that even in a rented bathing costume, Maida showed up like a Queen of Curves. Hovering ever faithfully near were the two thugs. Lolling under a rented beach umbrella, they winked and grimaced encouragingly at Maida who feared that at any moment Parke would turn and see them. Suppose he should resent their motions as being flirtatious and start something!

To evade them, down to the breakers she romped with him. But the faithful yeggers, things of gnarled, knotty beauty in their ill fitting bathing suits, followed grinningly. They were getting on Maida's nerves. But what could she do about it. She had hired them to look after her!.....

In his city home, Gregg Morrett, Maida's guardian, examined his passports for Australia with crooked pleasure.

The incident of the revolver shots, the forced safe and the alleged escape of the alleged cracksman had been a pretty frame-up to deceive Maida, to make her believe that some one other than Morrett was to blame for her sudden discent into near poverty.

Morrett skimmed a letter from old Laird, in which the latter declared his willingness to buy the securities Morrett held. It looked good to Morrett, who dispatched a servant for a round-trip ticket to Waverly Gardens for later in the week.

Back to Waverly Gardens returned Maida and Parke, while the two thugs made entrance to a deserted outbuilding as a hiding place.

Parke insisted on showing her through the house, this, hardly against her will as she wanted to locate that safe. He blundered her right into it.

In the library, she found that the hold in which she had fallen was directly in front of a sliding panel that hid the steel vault. The wires in the floor that led up to it were to be connected up in such a way that any one touching the safe, with out first opening a switch, would be held fast by a powerful current. A small metal plate was to be placed in the floor flush with the top in such a position that any person standing in front of the safe would be bound to step on it.

The end of her search! How she hated to do this thing! Had Parke really been implicated in the swindle? Couldn't she appeal to his sense of honor and justice by laying the entire matter

before him and depending upon him to take issue with his father? Prudence told her not to, and not sure of herself, she hastened away to her yeggs.

That night the yeggs were to set to. She would be on hand when the safe was opened and select the documents she wanted. Then they should be rewarded. Nothing else was to be touched.

Alone, the thugs grinned.

"Does that Jane think we're nuts? Nuthin else to be touched. Let me get my hooks on some dough— she can have the rest. We'll have somethin' to say about what's touched. She'll never dare to let out a yip!".....

Ten minutes to eleven. Maida, her heart pounding, peered cautiously into the library. Through the French windows, two dim figures crept noiselessly across the floor toward the concealed safe. They slid back the panel.

Suddenly sheer terror gripped. The front door opened slowly, she slipped behind the heavy velour curtains that screened hallway from library.

Parke entered from the veranda. He had seen the two men crossing the lawn. Sinking back in his chair motionless, he had waited until they entered the house. And now—!

Maida held her breath as he passed within a foot of her. Gliding to a table, his hand searched a drawer and came out tightly gripping a revolver.

"Hands up!" As the lights flashed on, the thugs whirled about

to face Parke's gun. His hand reached for a push-buttin to ring for the servants. Maida, watching, knew she must act decisively. In she ran, "Oh, Mr. Laird," she cried, "what is it?"

"Burglars", he announced calmly. "I was just going to ring".

She took the situation out of his hands.

"Here, let me take the revolver, while you call the police."

Before he could suggest that they reverse the action , his revolver was in her hands and she was covering the thugs. He hastened out to the hall to telephone.

"Beat it--quick!" she hissed, "Come to my room Saturday night." Thye vanished through the open French windows.

Unable to get Central, Parke jammed down the receiver and ran back to the library. There on the floor lay the girl he cared for more that he would have admitted, even to himself. He carried her to a couch.

His lips were very close when her eyelids fluttered add opened.

"They knocked me down," she moaned, pressing a hand to a supposedly aching temple.

He, tenderly solicitious, wanted to summon the servants, call a physician, anything to make her comfortable.

"Don't bother" she begged--"I'm all right now and there's no use of alarming anybody."

He held her hand, all the way to the stair as he bid her eight good-nights.....

On the following day Maida went Vig into the city for material. Parke promptly usurped the absent helper's job.

They worked in Laird's room.

During severe attacks, the old man had found it

painful to get about. The bathroom had been arranged with a hinged wall and Maida was to so connect up a motor, that by pressing a button, the bathtub would slide into the room and stop by the bedside. The water was to be connected up to long flexible tubes.

The button operating this was imbedded in the wall at the head of the bed. Another below operated an electric dumbwaiter which would bring up Laird's breakfast from the butler's pantry and slide it out in front of him on a panel-like tray.

Fortunately, the other electrician had done the heavy work and all that remained to be done, was to make the connections.

Saturday arrived with Parke more infatuated than ever. Maida was now sure that he had nothing to do with the swindle--that his Father was the real criminal. Parke was too nice to be a thief and much too handsome.

"Old Gregg Morrette's coming out tomorrow evening" remarked Parke calmly. "Queer old fish. Never liked him--looks like he'd steal sweetmeats from enfants."

Gregg Morrette! Her guardian. He was going to force Laird to make restitution. A wave of joy. Now she could fire the thugs She had never liked the nasty business of robbing anyway. But she would stay at the house for she might be of help to Marrette.

At eleven that night, Maida in beglige, waited nervously in her room. Would the thugs never show up?

A motor whirred on the drive. Who was coming?

It was Mr. Ed. Sproat, electrical contractor, wearing a smug self-satisfied smile, for great things were afoot for Mr. Sproat

so he thought. Parke received him.

"Thought I'd run out and look over the job" said Sproat.

"I wanted to see my wife, anyway. She's been out here a week now."

"Your wife?" exclaimed Parke.

"Sure" said Sproat. "The little girl that's finishing up the job."

"Oh" stammered Parke weakly.

Parke pointed up the stairway.

"She's in her room, I guess. Up one flight and four doors to your left in the servants quaters."

Sproat hastened upstairs.

Parke sank back in a chair, bitterly. What an unadulterated foold he had been. Wooing an electrician's bride! And what a nasty little deciever, she was!

"Come in" said Maida as she heard a soft tap at the door.

"Hello, Kid"! he greeted breezily.

"What areyou doing here? Get out! " She ordered furiously.

"How do you get that way?" he bantered flippantly.

Maida dared not force him out as he would give way on her.

He noted her indecision.

"That's better," her grinned. "No one would ever take me for your husband by the way you just acted."

He advanced and reached for her. She dared not scream. Her house of cards would all come tumbling down. But furiously she struggled, trying to maneouver near the bureau in the hope that she might grab her revolver.

But Sproat was strong and slowly but surely he was forcing his lips upon her. Suddenly a light of relief in her eyes. From behind a black-jack, mercury loaded by an expert, found rest on Sproat's skull. He slumped to the floor.

Maida welcomed her thugs with genuine pleasure. Then rapidly she explained that the robbery must not take place, that her gaurdian would be out on the morrow and that he would get her securities for her.

"That's all ri!" said Bill "but where inell do we get off?"
"I'll pay when I get them," she assured.

"Old stuff, kid! come across now. We aint out here fer our health!"

Sproat was coming to.

Maida emptied her purse and forced the money upon them.

"Please go", she pleaded, then pointing to Sproat, "and take this with you. I'll pay you when I get my money". Reluctanly they dragged the non-resietant Sproat over the balcony to his car. Exit Mr. Sproat. He had had enough--and sadly too he had to keep his precious mouth closed though things looked black indeed.

Maida wndered just how much Parke knew of this. Did he think she was really Sproat's wife? She crept along the hallway and looked downstairs.

Through the curtained doorway she could see Parks pacing the floor. He loved Maida and she was tied up to Sproat!

Maida sensed what was in his mind and yet she was helpless to relieve him. Her hands were tied.....

As they met in the hallway, they greeted casually, the

the next morning.

I'm going to finish up today " she told him. "Although it's Sunday, I guess I'llwork as I want to get away early tomorrow."

"A very good idea" he said tartly. "Doubtless your husband wants you home" as he turned away.

Maida was angry for an instant, and then she smiled. Now she was positive that Parke cared.....

The new electric dumbwaiter was in working order. Laird rang down for his breakfast.

Babette, in the butler's pantry pushed the tray on to the shelf, leaning halfway in as she did so.

Upstairs Laird pushed the button prematurely. Up went the dumbwaiter taking Babette, breakfast and all, and thus one perfectly good meal and one excellent French maid was spilled in a bewitching omelette over Laird's bed.

Parke got to the room in time to see his father's bed a mass of French lingerie, ankles and breakfast.

Maida was a close second. Laird glared indignantly, too mad too shocked to articulate.

"Eet is what ze Anglais call ze com-pro-mise!" shrieked Babette. "Been bed wiz ze boss!"

"Get the hell out of here!" roared Laird....

Later in the day Maida again met Parke. His manner was courteous but restrained.

"I think your father's gone to the village" she said as she led him to Laird's room "but I want you to see how nicely the

bathtub operates."

She pressed the wall button and in rolled the bathtub and in the tub one Willard Laird, soap in his hair and eyes, a bath towel clothed about his torso, yelling frantically!

"Press the dam'button!" he shrieked.

Maida managed to press the button and the bathtub and it's human cargo rumbled back through the hinged wall.

From the bathroom came words that would be deleted by any censor.

Inventions are such sweet, helpful things, tra, la!....

Gregg Morette arrived late in the evening and sat out on the porch with Laird and his son. Maida hovered round hoping to catch his eye wit out the others seeing her. But he simply didn't look her way.

"I'll let them go at a sacrifice, gentlemen" entreated M Morrett, as they chatted on the porch.

"I'm caught in the market and simply must have a lot of cash."

"Got them with you?" asked Laird.

Morrette extracted them from a brief case .

The girl listening around the corner of the porch,- ben t closer, startled.

"These bear Maida Gwynn's name", she heard Parke say.

"I thought these were yours."

"She is my ward," Morrett replied nervously,"I have her power of attorney and she's turned these bonds over to me for services rendered."

"I'll go into the library and get my check-book" said Parke.

"I don't think I care to seel, gentlemen,"Maida announced as she stepped round to them vensely.

Morrett turned a sickly green.

Maida calmly picked up the securities and checked them up.2They were all there. She denounced her guardian for the crook he was.

In through the French windows to the library, the thugs passed again. The girl might be on the level, all right, but they intended to get theirs while the getting was good.

"And you're not the electrician's wife?" eagerly questioned Parke, as Maida finished her story.

She shook her head and smiled wistfully.

Morrett needed no persuasion to go--with his brief case--empty.

In the library the thugs opened the panel. As they touched the safe a venomous, evil mass of blue-white needle flames gripped their hands. The terrific current of electricity held the, L Loudly rang their voices.

As the Laids and Maida reached the library and switched on the lights the two thugs doing an impromtu' shimmy' begged for mercy.

Maida shut off the current.

"My allies" she announced. "Please let them go. I got them into this."

Laird wanted the law on them, but Parke overrulled. He would have let them take the safe if it had been Maida's pleasure.

"I'll send a check to your business address, boys" said Maida as the crooks disappeared.

"Father, if you used your head, you'd go into the other room" Parke suggested to the old man....

And as the two stood close, his hand reached for the electric push button. They swayed to each other. Lights Out.

The End.

Form 1206

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	X

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVER'S NO.
CHECK
CASH OR CHARGE
TIME FILED

Send the following message subject to the terms on back hereof, which are hereby agreed to

Wark.

February 9th 1920.

E C BIDWELL 206 WILCOX BUILDING

LOS ANGELES CALIFORNIA

PLEASE ADVISE WHAT YOU HAVE DONE WITH THE NEGATIVE OF INTOLERANCE AND THE CUTS THEREFROM OF MOTHER AND THE LAW AND FALL OF BABYLON STOP HAVE CARL SIGN A BILL OF SALE FOR MOTOR TRUCK IN BLANK AND MAIL SAME TO ME STOP HAVE YOU COPYRIGHTED WHEN MARY ELLEN COMES TO TOWN AND IF SO UNDER WHAT NAME AND WAS NOTICE THEREOF ON PRINT PLEASE ADVISE REGARDS

BANZHAF

charge Albert H T Banzhaf Room 1615- 2 Rector St.

Studio

D.W.G. CORPORATION

February 9th 1920.

D.W.GRIFFITH STUDIO

to

D.W.G. CORPORATION, Dr.

- -

On account of disbursements - - - - - - $ 52.65

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Wark.

February 10th 1920.

Mr. George Bowles,
Royal Film Co.,
6 ~~xxx~~ Rue de La Paix
Paris, France.

Re: "Intolerance" GERMANY.

- - - - - -

Dear Mr. Bowles:

In reply to your favor of the 6th ult. addressed to Guy Croswell Smith Ltd., regarding "Intolerance" in Germany, I enclose herewith copy of the contract between the Wark Producing Corporation and Robertson-Cole Co., purchasers of the Holland rights, together with consent under date of August 29th 1918, the re-sale of said rights to the London General Film News and Book Agency of 155 Bus Rotterdam all of which are self-explanatory. Will you please at your earliest convenience go to the Netherlands and look into this sale and see, if possible, if you can trace the print that has been showing in Germany to the source who purchased it through Robertson-Cole. It may be that you will have to retain lawyers in Holland for this purpose.

Also please take steps either in Holland or in Germany if possible to seize the print now being shown in Germany and any other prints that may be shown there.

Regarding the copyright of "Intolerance" in Germany, of course as long as we are not technically at peace with that country we cannot copyright the same, but I believe the Treaty has preserved all patents and copyrights and that we will still be entitled to copyright the same in Germany even though the same has been pirated there.

I have hesitated about notifying Robertson-Cole people here regarding this matter as I wish first to be sure that it was through their assignees that the print finally reached Germany. One way to discover this fact would be to ascertain from the assignees named in the letter, vis; "The London General Film News & Book Agency" if they still have two copies as I believe these were the only prints sold to them, and of course if they can only account for one under the contract they must advise what has become of the other. Vigorous action must be taken in this matter if we wish to save any of the German rights.

I am enclosing herewith full power of attorney authorizing you to act in the matter. It might be possible for you to go directly into Germany and place this matter in the hands of some competent lawyers there in order to seize the

MUSEUM OF MODERN ART FILM LIBRARY
D. W. GRIFFITH COLLECTION

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print or prints and if any of the prints are shown in any of the occupied territories it may be that the Military authorities would assit you in seizing the same or you could in some way tie up the receipts of the picture and make them agree not to remove the print until such time as the rights therein could be determined.

If there is any further data that you may need in this matter please cable either Mac or myself regarding the same.

Wishing you the best of luck and with best regards to you and Mrs. Bowles, I remain

Very truly yours,

P.S. Mr. Nathan Burkan, the attorney for CHarlie Chaplin in New York has given me the name of Dr. Werthauer, whose address is Friederichstrasse, Berlin, as a reliable lawyer in Germany and I would therefore suggest that if you need the services of such an attorney that you get in communication with him or someone whom he might recommend in the locality where you might be compelled to proceed.

A.H.T.B.

AHTB*GD
Encs.

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT [illegible]

10 A. M. Feb 10th. (1920)

D. W. GRIFFITH COLLECTION
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8 NH BY CK 43 N.L.
Los Angeles Calif.

Agnes Wiener,
D.W. Briffith Studio.

No Annuities received here. Mrs Andrews investigating possibly they were mailed to Alexandria if so were returned to senders yesterday as mail clerk at Hotel claims he had no forwarding address this is strange because I personaly filed forwarding card last November regards.

E.C. Bidwell.

DOUGLAS FAIRBANKS PICTURES CORPORATION

HOLLYWOOD, CALIFORNIA

U.A. Co

OFFICE OF THE TREASURER

February
12th
1920

Mr. Albert Bonzhaf,
Atty. at Law,
2 Rector St.,
New York City

My dear Bert:-

Enclosed is a copy of a letter that has been signed by three of the stock holders of the United Artists who live here. They desire to send it immediately to Mr. D. W. Griffith for his signature and request that the same be sent to the person to whom it is addressed. The letter is written in keeping with a decision which they arrived at several weeks ago. Before we consider this matter in New York, will you take up the matter confidentially with your client and when I return, I shall be glad to confer with you concerning same; meanwhile, I have pigeonholed the original.

I am leaving tonight for the East, but to not expect to arrive there until the first week of March.

With best wishes always, I am

Sincerely

Douglas Fairbanks

DFO'B/K

TELEPHONES
MAMARONECK { 1190 1191 1192 1193

D. W. GRIFFITH STUDIO

ORIENTA POINT

MAMARONECK, N. Y.

FEB. 12, 1920.

Mr. Albert H. T. Banzhaf,
2 Rector St.,
New York City.

Dear Mr. Banzhaf:-

Replying to your inquiry of February 9th:

In "Mary Ellen Comes To Town," the copyright notice is already in, as follows:

Copyright 1919 by
New Art Film Co.

This will have to be changed to 1920, to accord with the fact.

The titles for "She Made Him Behave," are not yet wholly complete, but the copyright notice is already in as copyrighted by the New Art Film Co., in accordance with the procedure followed in Miss Dorothy's other pictures.

Very truly yours,

D.W.GRIFFITH STUDIO

M: By H C Carr

Land & Natural
B. B.
Dec 13-19

#108A.

McADOO, COTTON & FRANKLIN
ATTORNEYS AT LAW
120 BROADWAY
NEW YORK

WILLIAM G. McADOO
JOSEPH P. COTTON
GEORGE S. FRANKLIN
FRANCIS H. McADOO
THURLOW M. GORDON

GEORGE H. SAVAGE

February 13, 1920.

Dear Mr. Banzhaf;

I enclose draft of agreement covering Romance. If this is satisfactory please advise.

Very truly yours,
Herbert R Hoover

Albert Banzhaf, Esq.,
2 Rector Street,
New York City.

LRH BMK
Enclosure.

Studio Misc.

February 14th 1920.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Mr. Harry Carr,
Griffith Studio,
Mamaroneck, New York.

Dear Mr. Carr:

This will introducee to you Mrs. Einar Chrystie who has had considerable experience in publicity and secretarial capacity, whosis a graduate of the University of Minnesota and who is very desirous of giving her entire time to scenario work in connection with motion pictures.

I have known Mrs. Chrystie for a great number of years and know she is a woman of great ability, education and refinement and she is one who becomes enthusiastically interested in any work which she sets herself to do.

If you have any opportunity to give Mrs. Chrystie a chance to demonstrate her ability it would be greatly appreciated by me.

Very truly yours,

AHTB/GD

February 14th, 1920.

Mr. Nathan Burkan,
1451 Broadway,
New York City, N. Y.

Dear Sir:

In view of the very uncertain and undetermined policy of exploiting the productions of Charlie Chaplin, Mary Pickford, D. W. Griffith, and Douglas Fairbanks, in the United Kingdom, as explained by you in our conference of February 7th, we have come to the conclusion that a definite proposal from us would probably be of little value, in arriving at a finality in the matter of acquiring the privilege of exploiting these productions in the above mentioned territory.

I wish to repeat that, as Chairman of Directors of the Walturdaw Company, Limited, I am here for the purpose of discussing matters of importance concerning the relation of my Company with the First National Exhibitors Circuit of America.

We are now exploiting in the United Kingdom the recent productions of Miss Pickford and Mr. Griffith. To date, our gross bookings are probably three times the amount ever previously grossed by the productions of these artists. We believe that our present organization is better qualified to continue to exploit the class of pictures you contemplate making than any other organization now operating in this territory. We believe the most satisfactory arrangement would be on somewhat the following basis:

1st. A special department, for the purpose of handling the production in contemplation only, this department to work in cooperation with your representative.

2nd. We would advance, on receipt of the negative, a sum of money sufficient to satisfy you of our bonafide intention to get the most money practical out of the exploitation of each picture, each picture to be exploited on its individual merit, and not as a

consideration or inducement for any other picture.

3rd. Out of the first moneys received from the exploitation we would reimburse ourselves the sum advanced, plus thirty per cent for exploitation and distribution charges; and thereafter we would remit to you a per cent, to be agreed upon, of all further collections.

4th. The department we would set up would consist of trained and skilled motion picture people, who would, at all times, hold themselves in readiness to put into effect any innovation or method of exploitation agreed upon with your representative.

If the suggested policy of dealing meets with your approval, I should be pleased to meet any appointment at which the authorized representatives of the artists, or the artists themselves, would care to make, for the purpose of reaching a final agreement.

The Walturdaw Company, Limited, has had a long and successful experience in the exploitation of pictures in the United Kingdom, and welcome any investigation you care to make as to their capacity to handle pictures with the best possible results, and their reliability.

As I wish to return to England at the earliest possible moment, I shall be greatly obliged if you can arrange to deal with this matter with as little delay as possible.

Yours very truly,

For and on behalf of

WALTURDAW COMPANY, LIMITED,

By H. A. Dobson Jr.
Chairman.

HAB:deV

"Way Down East"

February 16th 1920.

Mr. Thorvald Solberg,
Register of Copyrights,
Washington, D.C.

Dear Sir:

Enclosed please find my certified check for $5.00 to be used for recording the agreements between David W. Griffith and William A. Brady also agreement between David W. Griffith and Mr. Grismar as per my letter to you of Feb. 6th 1920.

I also enclose herewith a letter from Lottie Blair Parker addressed to Mr. David W. Griffith, showing that the exclusive motion picture rights of "WAY DOWN EAST" are owned by Mr. William A. Brady, which please record with the other agreements and return the original thereof to me in order that the record of ownership thereof may be complete.

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AHTB/CD

NATHAN BURKAN
COUNSELOR AT LAW
1451 BROADWAY
NEW YORK

TELEPHONE BRYANT 7166
CABLE ADDRESS "BURKLAW NEW YORK"

U a C
Foreign

February
sixteenth
1920

Banzhaf & Pembleton, Esqs.,
2 Rector Street,
New York City.

Re Banzhaf

~~Gentlemen:~~

I am enclosing herewith a copy of letter received this day from Mr. Browne, with regard to the British distribution of the United Artists pictures.

I should be happy to receive any suggestions that you may have with respect thereto.

Very truly yours,

Nathan Burkan

NB/EL
Encl.

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF GENERAL MANAGER

February 16, 1920

Mr. A. H. T. Banzhaf,
2 Rector Street,
New York, N.Y.

Dear Mr. Banzhaf;

Enclosed you will find itemized reports of business done on the four Productions through week ended February 7th.

With kindest regards, I am

Sincerely yours,

Hiram Abrams

A/R

REVENUE

WEEK ENDING FEB. 7, 1920.

"POLLYANNA"

EXCHANGE	THIS WEEK NO. OF CONT.	THIS WEEK RENTAL	ACCUMULATIVE NO. OF CONT.	ACCUMULATIVE RENTAL	ACCUMULATIVE PER CENT QUOTA SOLD
Atlanta	8	625.	27	8881.79	13.2
Boston	5	2463.57	42	35588.57	32.2
Chicago	19	6044.43	120	64934.43	29.9
Cleveland	5	2567.73	33	27332.73	25.1
Dallas	15	3414.70	40	9964.70	15.6
Denver	1	5000.	12	9350.	35.6
Detroit	5	3521.59	18	15826.59	26.4
Kansas City	5	760.67	26	16510.67	16.9
Los Angeles	7	1245.95	37	20055.95	46.5
Minneapolis	7	2520.	12	5050.	7.5
New York	14	5049.93	87	61618.61	24.2
Philadelphia	5	1675.	25	11125.	13.5
Pittsburgh	3	970.83	41	19085.83	34.
San Francisco	3	260.	31	21530.	48.
Seattle	3	600.	15	20060.	33.4
Washington	2	200.	20	18855.	38.3
Toronto	2	1323.47	27	21023.47	23.4
	109	38242.87	613	386793.34	25.6
		Average Per Contract		631.	

PERCENTAGE RETURNS INCLUDED IN ABOVE

1 P	405	Northampton, Mass.		Plaza Theatre	$ 13.57
	294	Watseka	Ill.	Star	4.10
	320	Louisville	Ky.	Majestic	910.33
	123	Toledo	Ohio	Pantheon	327.73
	422	Arlington	Texas	Palace	5.88
	271	Kalamazoo	Mich.	Elite	21.59
	374	Independence	Ks.	Boldoff	46.54
	255	Topeka	"	Cozy	19.13
	263	Santa Paula	Cal.	Glen	25.70
	206	San Luis Obispo	"	Elmo	35.25
	120	Buffalo	N.Y.	Strand	149.93
	136	Braddock	Pa.	Crystal	75.00
	144	Washington	"	Regent	345.83
	282	Toronto, Ont.	Canada	Regent	523.47

Date Issued - Feb. 11, 1920.

APPROVED

General Manager

APPROVED

Comptroller

REVENUE

Week Ending Feb. 7, 1920.

"WHEN THE CLOUDS ROLL BY"

	THIS WEEK		ACCUMULATIVE		
EXCHANGE	NO. OF CONT.	RENTAL	NO. OF CONT.	RENTAL	PER CENT QUOTA SOLD
Atlanta	11	275.	115	12504.05	34.7
Boston	5	280.	104	24010.	40.7
Chicago	23	2038.50	275	59685.78	51.5
Cleveland	9	600.	77	24275.12	41.2
Dallas	12	345.	162	13128.30	38.6
Denver	5	265.	69	8455.	60.4
Detroit	17	937.50	55	12773.52	39.9
Kansas City	21	5105.	119	21046.43	40.5
Los Angeles	10	490.	93	15215.55	66.1
Minneapolis	5	580.	94	9527.50	26.5
New York	15	2625.89	249	68947.83	50.7
Philadelphia	11	755.	177	28210.	64.1
Pittsburgh	----	------	104	18331.50	61.1
San Francisco	6	665.	48	15355.	64.
Seattle	5	460.	105	16764.	52.1
Washington	4	210.	58	13055.	50.2
Toronto	9	900.	69	16900.	35.2
	168	18851.89	1973	378184.56	47.3
		Average per Contract		191.	

Percentage Return Included in Above

2 B- 208 Buffalo New York Hippodrome Theatre $ 15.89

Date Issued - Feb. 11, 1920.

APPROVED

H. Lamm Timms
General Manager

APPROVED

J. A. Beach
Comptroller

D. W. GRIFFITH COLLECTION MUSEUM OF MODERN ART FILM LIBRARY

REVENUE

Week Ending Feb. 7, 1920.

"BROKEN BLOSSOMS"

EXCHANGE	THIS WEEK NO. OF CONT.	THIS WEEK RENTAL	ACCUMULATIVE NO. OF CONT.	ACCUMULATIVE RENTAL	PER CENT QUOTA SOLD
Atlanta	8	140.	149	16291.22	36.2
Boston	7	705.	151	28823.92	39.1
Chicago	6	458.98	292	82742.85	57.1
Cleveland	8	570.	111	25777.66	35.6
Dallas	5	100.	214	16965.	39.9
Denver	2	55.	75	10895.	62.8
Detroit	7	517.50	77	17253.37	43.1
Kansas City	1	20.	126	27500.	42.3
Los Angeles	5	280.	98	22809.20	78.6
Minneapolis	3	175.	65	16875.	37.5
New York	10	620.	417	89970.	52.9
Philadelphia	5	310.	204	34417.50	62.6
Pittsburgh	2	150.	119	22116.50	58.9
San Francisco	2	90.	76	20943.02	69.8
Seattle	2	185.	124	26676.16	66.7
Washington	2	80.	79	16957.14	52.2
Toronto	4	300.	130	37250.75	62.1
	79	4756.48	2507	514054.29	51.4

Percentage Return Included in Above

1 X - 2205 Michigan City Indiana Starland Theatre $ 13.98

Date Issued - Feb. 11, 1920.

APPROVED

General Manager

APPROVED

Comptroller

REVENUE

Week Ending Feb. 7, 1920.

"HIS MAJESTY, THE AMERICAN"

EXCHANGE	THIS WEEK NO. OF CONT.	THIS WEEK RENTAL	ACCUMULATIVE NO. OF CONT.	ACCUMULATIVE RENTAL	ACCUMULATIVE PER CENT QUOTA SOLD
Atlanta	8	180.	224	22415.	62.3
Boston	5	145.	254	39861.35	67.6
Chicago	11	480.	510	71363.18	61.5
Cleveland	9	660.	149	27682.94	47.7
Dallas	3	73.27	262	17273.27	50.8
Denver	2	50.	115	10704.88	76.4
Detroit	4	140.	167	22406.53	70.
Kansas City	6	545.	204	27797.50	53.5
Los Angeles	2	65.	119	17472.50	76.
Minneapolis	12	320.	208	18602.08	51.7
New York	14	620.	536	88051.72	64.3
Philadelphia	6	210.	257	35690.	81.1
Pittsburgh	———	———	162	20776.32	69.3
San Francisco	4	155.	105	18812.75	78.4
Seattle	2	210.	188	21964.21	68.6
Washington	1	30.	144	19073.88	73.3
Toronto	3	240.	155	26930.	56.1
	92	4123.27	3759	506878.11	63.4

Percentage Return Included in Above

1 F 5157 Weatherford Texas Lyric Theatre $ 23.27

Date Issued - Feb. 11, 1920.

APPROVED

Herman Thains
General Manager

APPROVED

J. V. Beach
Comptroller

1237 Filbert Street
San Francisco, Feb 17, '20.

Dear Mr. Griffith —

I addressed the enclosed letter to your studio at Los Angeles without response. and appreciating that it may well not have reached you, now duplicate it.

Not yet am I willing to believe that the name and fame of David W. Griffith is worth to him no more than the price of a scenario.

Very sincerely.
Alice E. Phillipps

Mr. D. W. Griffith
New Rochelle, N.Y.

(C O PY)

GEORGE BOWLES

Paris

ROYAL FILM

23, Rue de la Michodiere,

PARIS, Le 17 Feb. 1920.

Guy Croswell Smith Ltd.
Longacre Building,
NEW YORK.

(INTOLERANCE--GERMANY)

Gentlemen:-

As instructed in your favor of the 4th inst., just received, I shall, as soon as possible, go to Germany and try to secure the print of Intolerance which is believed to be there.

I shall go to Cologne first and, if necessary, go to Berlin or any other place where I may suspect the print to be.

I have been watching the German newspapers, which are now freely sold here, but have not noticed any advertisement of Intolerance.

Yours truly,

(Signed) GEORGE BOWLES.

MINUTES OF THE REGULAR MEETING OF
BOARD OF DIRECTORS OF UNITED ARTISTS CORPORATION HELD 2/17/20

- - - -

Regular meeting of the Board of Directors of United Artists Corporation was held in the office of the President of the Corporation on the 9th floor of 729 Seventh Avenue, in the city of New York, N. Y., at 4:00 o'clock p. m., Tuesday, Feb. 17, 1920.

PRESENT: Messrs. Albert H. T. Banzhaf, Nathan Burkan and Oscar A. Price.

IN ATTENDANCE: Mr. L. R. Hoover.

Mr. Price called the meeting to order and acted as Chairman thereof. Mr. Clifton, secretary of the corporation, acted as secretary of the meeting.

On motion of Mr. Burkan, seconded by Mr. Banzhaf and unanimously carried, it was

> RESOLVED, that the officers of this corporation be and they hereby are authorized to execute proxy appointing Edward F. Dunne, Oscar A. Price and G. B. Clifton or either of them, as this corporation's attorney to vote the stock of the United Artists Corporation of Illinois owned by this corporation, at the annual meeting to be held March 1, 1920, at Chicago, Ill., or at any adjournment thereof for the purpose of electing directors and for the transaction of such other busines as may be brought before the meeting.

On motion of Mr. Burkan, seconded by Mr. Banzhaf and unanimously carried, it was

> RESOLVED, that the officers of this corporation be and they are hereby authorized to execute proxy to vote the stock of United Artists Corporation Limited, owned by this corporation, at the annual meeting to be held on March 8th, 1920, at Toronto Canada, or at any adjournment thereof, for the purpose of electing directors and for the transaction of such other business as may be brought before the meeting.

On motion of Mr. Banzhaf, seconded by Mr. Burkan and unanimously carried, the meeting was adjourned until 4:00 o'clock p.m. Thursday, March 4th, 1920.

MUSEUM OF MODERN ART LIBRARY
D. W. GRIFFITH COLLECTION

Mr Banshaf

MINUTES OF REGULAR MEETING OF

BOARD OF DIRECTORS OF UNITED ARTISTS CORPORATION OF ILLINOIS

HELD Feb. 17, 1920.

Regular meeting of the Board of Directors of United Artists Corporation of Illinois was held in the office of the President of the Corporation on the 9th floor of 729 Seventh Avenue, in the city of New York, N. Y., at 4:15 o'clock p. m., Tuesday, Febr. 17th, 1920.

PRESENT: Messrs. Albert H. T. Banshaf, Nathan Burkan and Oscar A. Price.

In attendance: Mr. L. R. Hoover.

Mr. Price called the meeting to order and acted as Chairman thereof. Mr. G. B. Clifton, secretary of the corporation, acted as secretary of the meeting.

On motion of Mr. Banshaf, seconded by Mr. Burkan and unanimously carried, the meeting was adjourned until 4:15 o'clock p. m., Thursday, March 4th, 1920.

MUSEUM OF MODERN ART FILM LIBRARY
D. W. GRIFFITH COLLECTION

Mr Banzhaf

MINUTES OF REGULAR MEETING OF BOARD OF DIRECTORS OF UNITED ARTISTS CORPORATION LIMITED HELD Feb. 17, 1920.

Regular meeting of the Board of Directors of United Artists Corporation Limited was held in the office of the President of the Corporation, on the 9th floor of 729 Seventh Avenue, in the city of New York, N. Y., at 4:30 o'clock p. m., Tuesday, February 17, 1920.

PRESENT: Messrs. Albert H. T. Banzhaf, Nathan Burkan and Oscar A. Price.

IN ATTENDANCE: Mr. L. R. Hoover.

Mr. Price called the meeting to order and acted as Chairman thereof. Mr. Clifton, secretary of the corporation, acted as secretary of the meeting.

On motion of Mr. Banzhaf, seconded by Mr. Burkan and unanimously carried, the meeting was adjourned until 4:30 o'clock p. m., Thursday, March 4, 1920.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 2 V 2 Rector St N Y

96NY H 64 BLUE

FX LOS-ANGELES CALIF 1005A FEB 18 1920

A H T BANZHAF

2 RECTOR ST NEWYORK NY

ALL GRIFFITH AND GISH NEGATIVES SHIPPED TO GREY EXCEPT BABYLON AND GREATEST QUESTION THESE WILL SHIP IN FEW DAYS ALL ITOLERENCE AND CLANSMAN CUTOUTS AND FROM OTHER PICTURES PRODUCED LAST TWO YEARS WAS SHIPPED IN FREIGHT CAR FEBRUARY SECOND MARY ELLEN PICTURE COPYRIGHTED IN USUAL FORM BY BRYLAWSKY ALTHO HAVE NOT YET RECEIVED REGISTRATION CERTIFICATE MISS WIENER KNOWS WHETHER COPYRIGHT INSERTION WAS ON PRING

E C BIDWELL

437P

Mark Bowles
Jones

February 18th, 1920.

Robertson-Cole Company,
1600 Broadway,
New York City.

Gentlemen:-

With reference to your order for two additional prints of "Broken Blossoms" we beg to advise that we can now supply them.

In connection with this matter we should like to call your attention to a communication we have received from Mr. D. W. Griffith's attorney. He states that he has been advised that Mr. Griffith's "Intolerance" is now being presented in Germany without authority. He states you bought the rights for this picture for Holland, taking two prints. His information includes the belief that the print now in Germany came from Holland. He has taken the matter up with his Continental representative and will communicate with you when the facts are received.

In view of this reported piracy of "Intolerance" in Germany, Mr. Griffith's attorney believes that the prints of "Broken Blossoms" should be safeguarded from possibly similar misuse. In connection with your order for two additional prints of this picture, we would be glad if you advise us to whom you sold the Scandinavian rights and as to their responsibility. Mr. Griffith's attorney suggests that you should give us a bond protecting the "Broken Blossoms" prints which you in turn could likewise exact from the Scandinavian firm.

Very truly yours,

Guy C. Smith Co

UA.
Foreign

February 18th 1920.

Mr. Nathan Burkan,
1451 Broadway,
New York City.

Dear Mr. Burkan:

I have your favor of the 16th inst. with enclosure from Colonel Browne in re Foreign distribution United Artists pictures and in reply thereto I would suggest that we await the arrival of Mr. O'Brien before giving this proposition a definite answer and I presume you should notify Colonel Browne of the fact that we are awaiting Mr. O'Brien's return for this purpose.

Thanking you for calling this matter to my attention, I remain

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AHTB/GD

FAMOUS PLAYERS-LASKY CORPORATION
Paramount Pictures - Artcraft Pictures
485 FIFTH AVENUE
NEW YORK CITY
MURRAY HILL 8500
CABLE ADDRESS FAMFILM

Bowles

February 19, 1920.

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York.

Dear Sir:

Please refer to my letter to you of January 2, 1920.

Have you received an accounting from Mr. Bowles in the meantime?

Very truly yours,

FAMOUS PLAYERS-LASKY CORPORATION

J. B. Ohls

Comptroller.

JBO/Y

Form 1207

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	X

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

February 21, 1920 191

To LIBERTY BOND DEPARTMENT

Street and No. FIRST NATIONAL BANK

Place LOS ANGELES CALIFORNIA

PLEASE ADVISE BY MAIL THE AMOUNT OF LIBERTY BONDS PURCHASED THRUGH THROUGH YOUR BANK BY D. W. GRIFFITH ON ALL ISSUES. ALSO PAYMENTS MADE ~~MARKSON~~ BONDS DURING PAST YEAR. ADDRESS MR. GRIFFITH ATTENTION SECRETARY ORIENTA POINT MAMARONECK NEW YORK.

I. AGNES WIENER SECRETARY

CHG. D. W. GRIFFITH STUDIO ACCT.

SENDER'S ADDRESS FOR ANSWER

SENDER'S TELEPHONE NUMBER

CABLE ADDRESS "UNISCENA

SCENARIOS AND PLAYS
REVISED, PUBLISHED, MARKETED
AUTHORS REPRESENTED

PHOTOPLAYS
PROMOTED, FINANCED
AND PRODUCED

ENGAGEMENTS AND PUBLICITY
PUBLISHERS SCENARIO BULLETIN-REVIEW
DIRECTORS AND PLAYERS

JEAN C. de KOLTY
PRESIDENT

F. P. SPENCER
SECRETARY

Universal Scenario Corporation

TELEPHONE PICO 19
WESTERN MUTUAL LIFE BUILDING
LOS ANGELES, CALIFORNIA

February 23, 1920.

DAVID WARK GRIFFITH STUDIOS
MARMARONECK, LONG ISLAND
N E W Y O R K .

Dear Sir:

A client of ours, Mr. Robert Vere, informs us that one of your productions "TURNING THE TABLES" released in October 1919 through the Lasky Corporation, bears a marked resemblance in plot to a synopsis under the same title, File 15407, published and copyrighted in our SCENARIO BULLETIN-REVIEW of April 1919.

We have had our representative call at your studio but he did not succeed in interviewing the proper official. Under separate cover I am mailing you a copy of the BULLETIN in question and will appreciate a statement as to the status of the case, so that we may be in a position to report to our client accordingly.

We have not had an opportunity to see the film mentioned and, if you could see your way clear to let the writer glance through the continuity script ~~at your studio~~, this probably would settle the matter one way or another.

Very truly yours,

Jean C. de Kolty

Scenario Editor.

DEK/cc

Mr. Chas. Eyton to whom our letter written refers us to you —

$11000 00/100

New York February 23d 1920

On March 7th 1921 after date I promise to pay to

the order of D.W. Griffith

Eleven thousand 00/100 Dollars

at

Value received with interest at — per cent per annum. D.W. Griffith Inc

No. Due

By

TELEPHONES
MAMARONECK 1190 1191 1192 1193

D. W. GRIFFITH STUDIO
ORIENTA POINT
MAMARONECK, N. Y.

ACCOUNT OF LIBERTY BONDS IN THE NAME OF D. W. GRIFFITH

PURCHASED THROUGH FIRST NATIONAL BANK LOS ANGELES CAL.

THIRD --		$ 5000.00	In name of D. W. Griffith	
		10000.00	" " " David W. "	
Fourth		30000.00	" " " D. W. "	
Payments	10-23-18	Principal	$3000.00	
	5 -3-19	"	10000.00	
	5-25-19	"	5000.00	
	9- 3-19	"	12000.00	$30000.00
	9 3-19	Interest		803.19

Fifth in name of D. W. Griffith $25,000.

Payments	4-29-19	Principal	$2500.00	
	5.25.19	"	2500.00	
	9- 3-19	"	8746.81	
	12-31-19	"	1245.30	
	2 - 6-20	"	1007.89	$25000.00
		Interest		505.37

Report February 24, 1920

ARTHUR ZIEHM
509 FIFTH AVENUE
NEW YORK

PHONE VANDERBILT 2347

CABLE ADDRESS: "ZIEHM" NEW YORK

Feb. 24,
1 9 2 0.

The Wark Producing Corp.,
1476 Broadway,
New York City.

Attention - Mr. McCarthy.

Gentlemen:-

On December 5th of last year I ordered for Messrs. Saenz & Mai of Buenos Aires one print with flashtitles of INTOLERANCE to be delivered C.O.D. to the Gaumont Company of Flushing, attention of Mr. Veuve.

As we understand from your Mr. Banzhaf that you will not be able to deliver this print for several months, we wish to call your attention to the fact that Messrs. Saenz & Mai have lost considerable money on this transaction and we think it would be nothing but fairness on your part if you would try to deliver this print as soon as possible so Saenz & Mai may be able to get some of their money back.

You will perhaps be interested to hear that INTOLERANCE has been a tremendous loss to those gentlemen as they had advertised the picture very strongly, but unfortuneately it turned out to be a complete failure.

Trusting that you will be good enough to comply with my request, at your earliest convenience,

I am

Very truly yours,

Ziehm

AZ-BB

"Love the art, poor as it may be, which thou hast learned, and be content with it;
making thyself neither the tyrant nor the slave of any man." MARCUS AURELIUS

COUNCIL
George Arliss
Barney Bernard
Edmund Breese
Donald Brian
Harry C. Browne
Eddie Cantor
George Stuart Christie
Berton Churchill
Edward Connelly
John Cope
Herbert Corthell
Frank Craven
William Danforth
Jefferson De Angelis
Pedro de Cordoba
Will J. Deming
Paul Dulzell
Katherine Emmet
Echlin Gayer
Ernest Glendinning
Harry Harwood
O. P. Heggie
Mrs. Shelley Hull

FRANCIS WILSON, President
BRUCE McRAE, Vice-President
GRANT STEWART, Rec. & Corres. Sec'y

Actors' Equity Association

RICHARD A. PURDY, Treasurer (SECY. HUDSON TRUST CO.)
PAUL N. TURNER, Counsel
FRANK GILLMORE, Executive Secretary

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Norman Trevor
Helen Ware
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Thomas Wise

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James O'Neill
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Mrs. Thomas Whiffen

CHICAGO OFFICE, (60 GRAND OPERA HOUSE BUILDING)

SUITE 608, LONGACRE BUILDING, NEW YORK, Telephone, Bryant 2141-2
Cable Address: "EQUITY, New York."
115 West 47th St.

Feb. 24, 1920.

Mr. John Lloyd,
Publicity Department,
Griffiths Studio,
Mamaroneck, New York.

My dear Mr. Lloyd:

Saying the other day to my dear old friend and Landlord, George Fawcett, that I should like to have an interview with Mr. Griffiths, he advised me to write you and see if it could be arranged.

I have just returned from Los Angeles and I have been trying to get a line on certain matters connected with the Motion Picture Players. ~~Frequently~~ I find their condition most satisfactory and there are practically no complaints. However every one advised me to see Mr. Griffiths and I know he could give me just the information I desire. You may trust me not to take up more than a few minutes of his valuable time.

Yours very sincerely,

Frank Gillmore

EXECUTIVE SECRETARY.

FG-E.

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT BRANCH OFFICE, 102 SOUTH SPRING ST. TELEPHONE MAIN 4321 STATION 9

203GS RB 50

MAMARONECK NEWYORK 550P FEB 25 1920

E C BIDWELL

185

WILCOX BLDG LOSANGELES CALIF

WE ARE MISSING ONE OF MR GRIFFITHS CHECKS FROM TRAVELERS INSURANCE COMPANY FOR THIRTEEN HUNDRED THIRTY NINE DOLLARS DID YOU GET THIS CHECK IF SO WHAT DISPOSITION HAVE YOU MADE OF IT STOP ACTUALLY TWO BUSY TO WRITE BUT PROMISE LETTER SOON LLOYD MAILED YOU ALL THE NEWS TODAY REGARDS

AGNES WITNER 317P

(COPY)

ROBERTSON-COLE COMPANY

Division of Films

1600 Broadway,

New York

February 25,1920.

Guy Croswell Smith, Ltd.,
Longacre Bldg.,
New York City.

Gentlemen:

We beg to acknowledge receipt of your favor of February 19th, contents of which we have noted.

In reply thereto, would say you will quite appreciate that the sale by us of "BROKEN BLOSSOMS" to the Liberty Trading Company has no connection whatever with the production "INTOLERANCE". We believe our clients, the Liberty Trading Company, are above reproach, and cannot, therefore, comply with your suggestion to secure a bond from them covering a guarantee that the "BROKEN BLOSSOMS" prints will not be used outside of the territory of Scandinavia. If your principals had desired such a bond, they should have made provision for same at the time the sale of this production was made to us.

RE: EXHIBITION "INTOLERANCE" IN GERMANY.

The contract between us covering INTOLERANCE was assigned by us,with your written permission,to the General Film News and Book Agency,151 Post Bus, Rotterdam. Your communication is the first information we have received that an unauthorized exhibition of this production was being given in the territory of Germany, but we have no reason to believe that a print of this subject found its way to Germany through our customer, whom we mention above. On the other hand, it is just as reasonable to assume that a print from France, the United Kingdom or Scandinavia (in which countries this picture has also been exhibition) may have been sent to Germany.

In order, however, to assist you in settling this matter, we have sent a copy of your letter to our London office requesting them to get in touch with the General Film News and Book Agency concerning same, and just as soon as we have received a reply to our communication, you will again hear from us.

In the meantime, we take this means of notifying you that we fully expect you to furnish to us prints and advertising material on the subject BROKEN BLOSSOMS which we may require, in accordance with our contract with you covering this subject for the territory of Scandinavia.

Very truly yours,

ROBERTSON-COLE COMPANY,

(Signed) E.S.

EW:ES

Mamaroneck, New York,

February 25, 1920

Mr. Frank Gillmore,
Actors Equity Association,
New York City.

Dear Sir:

Replying to your recent letter to Mr. John Lloyd asking for an appointment with Mr. Griffith advise that you communicate with Mr. Grey at 720 Longacre Building. Mr. Griffith spends little time at the studio and Mr. Grey could possibly arrange an interview in New York.

Very truly yours,

Secretary to Mr. Griffith

(B++)

THE SHERIFF OF SILVER BOW Berton Braley. 2/25/20.

Theme: Detective story----the rounding up of a gang of train robbers and crooked politicians.

Synopsis: Parks, recent Wisconsin alumnus, without family or funds, goes to Butte, Montana, in search of fortune and agrees to unofficially aid the sheriff in tracking the criminals in train hold-up in which the engineer has been murdered, and a large sum of government money stolen. He becomes rather deeply involved in this work----has many hairbreadth escapes in his efforts to "sleuth", but finally the gang is rounded up due to his efforts together with the clear sightedness and cool headedness of the sheriff, and great bravery on the part of the sheriff's daughter. Parks finds Butte to be the city, and the sheriff's daughter to be the girl of his dreams.

Comment: A splendid William S. Hart story, with the melodrama a little overdone. Good dramatic situations, and lots of atmosphere. Not entirely new, but rather well put together.

CS

File this as "pending"

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

B

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

THE SHERIFF OF SILVER BOW.

This is rather a crook melodrama than a detective story. The setting is effective and new, and there are good scenes. I should say it was a question os casting; if the part is what Mr Harron or Mr Barthelmess wants to play, it ought to be considered.

B++

Synopsis of

THE SHERIFF OF SILVER BOW

An Adventure Novel of the Western Mining Country

by

Berton Braley

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART, FILM LIBRARY

Mike Parks, a young senior at the University of Wisconsin, is undecided what to do after graduation. While he is sitting in a group of his collegeaues at a fraternity house, Jim Halvorsen, Sheriff of Silver Bow County, Montana, calls to see his nephew who is one of the group. The Sheriff talks about Montana and Butte, and when he is handed a telegram summoning him home because of the North Coast Train Robbery, Parks decides to go with him.

At Billings Montana a man boards the train and hands the sheriff a package. As the train nears Butte, the Sheriff, who has been playing poker with Parks and some others, arrests a young man named Pierce who-- he alleges-- used money in thegame stolen from the train that was robbed. Pierce denies complicity and afterwards in talking to Parks suggests that the sheriff is in cahoots with the robbers. Parks is asked to stay that night at the sheriff's quarters, where he meets the sheriff's daughter Celia and his wife. He falls in love with Celia. On his way to the bath that night Parks sees , in the glass of the transom over the sheriff 's door, the reflection of Halvorsen counting a package of bills-- the same package he had seen handed him at Billings.

Parks cannot believe the sheriff guilty but is worried about it. The next day the sheriff tries to ~~get~~ persuade him to betray his friend Pierce and Parks gets angry. The sheriff laughs and says he was testing Parks-- and then says he wants him to ~~axtx~~ help find the robbers of the North Coast. To mislead the gang the sheriff thinks has a hand in the robbery Parks is to take a job with a newspaper under a friend of the sheriff, Dick Gilman.

From this time on things move swiftly with Parks. He visits the underworld and is shot at on his way home , being saved only by one of the sheriff's deputies. While on a story for his paper he happens on an under ground passage to the Cabin of Dopey Benny, an alleged dope fiend, and discovers that this passage also leads into the labyrinth of Butte's underground workings. While he is in the passage a man descends from Bennie's cabin and passes Park's hiding place. Later, at a dance, Parks recognizes him as one of Butte's best known lawyers.

A few days later Parks again goes into the passage, gets into the cabin cellar after knocking out Bennie's chinese servant, and overhears a conversation concerning himself, the sheriff and the robbery, by Hartman, Benny and a third man. He makes his escape from the cabin only to fall into the arms of Roget and Bartles, two of Bennie's gang, who try to throw him down a shaft. He is almost overpowered when Collins, the Sheriff's deputy and Celia Halvorsen save him. They capture the two crooks and take them in an automobile to Divide-- a place many miles distant , after a fight underground and another at the mouth of the shaft where they emerge.

Parks returns to his boarding house, is called upon by two men, kidnapped and taken to a cabin at the top of the Butte hill. He begins begins planning his escape. Meantime Gilman, his city editor, learns of his capture, traces him to the cabin, calls up two of his reporters, and they prepare to save Parks. But Parks gets out of the cabin himself and joins them, they follow members of Benny's gang into an abandoned shaft and get themselves into a dangerous situation. Meantime, the sheriff, who has been traveling around the state on the robbery case, returns, learns of Park's kidnapping, through a phone message from one of Gilman's reporters, and with a friend who knows the underground workings of Butte, comes to where Parks and the reporters are beleaguered underground. There is another sensational fight which results in

the capture of that whole gang . The sheriff has also rounded up another bunch of Benny's men and the jail is crowded with them. All this time Pierce has been in jail, but is used by the sheriff to get confessions from some of the key men in the plot.

The next day at an informal hearing before Judge Dorlan, Hartman, the lawyer, accuses the sheriff of being in league with the robbers, whereupon the sheriff proceeds to pull papers out of his valise and to read confessions of all the prominent members of the gang. This results in the county attorney breaking down and confessing he is a part of the gang and involving other big men. Pierce is released, the whole crowd of criminals, big and little, is gathered in, Dopey Benny proves to be a nationally known crook, and only Hartman, who is too clever a lawyer, escapes prison.

The sheriff gives the whole story to Parks for his paper, and Parks learns that these "confessions" which the sheriff read before the judge, were fakes and that he had simply taken the various bits of rumor and clues he had been able to gather, and bluffed the whole gang into coming through.

Parks also learns how the sheriff happened to have that money he was seen counting-- it was loot which had been stolen from the Judge and Chief of Police in Billings after the robbery, and the sheriff had arrested the two members of the gang who took it. Then he had used it to make the Judge and the gang think he was a part of their plot.

This is the main outline of the story. There is a love interest in the relations of Celia and Parks, and comedy and character in Pierce, Collins, the sheriff's deputy, and in both Gilman and Rooney-- two of the newspaper men in the story. Parks of course wins Celia and the tale closes with Pierce-- who is always getting into trouble-- having

[illegible] pried out of another [illegible] by Parks

being arrested for speeding and having to be aided to get out of jail by Parks and the sheriff.

D. W. Griffith Productions

INTER-OFFICE MESSAGE

To Mr. Banzhaf

From A. L. Grey

Date Feb. 26 1920

Time

Reply to

If you think this is okay, will you please wire Mr. Kemp?

Please make all replies on back of this memorandum.

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

1920 FEB 26 PM 3 22

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1450 BROADWAY.N.Y.
BRYANT 4423

A314NA 36 BLUE

HN MINNEAPOLIS MINN 1216P 26

A L GREY 1860

GENERAL MANAGER D W GRIFFITH 720 LONGACRE BLDG NEWYORK NY

HAVE MADE A VERY NICE ARRANGEMENT WHEREBY WE WILL RELEASE MOTHER AND LAW AND FALL OF BABYLON ASSIGNING RIGHTS TO JOHN H BURKE AND RETAINING DISTRIBUTION WILL APPRECIATE WIRE FROM YOU SANCTIONING THIS ASSIGNMENT PERSONAL REGARDS

J EARLE KEMP.

105 West 72 nd Street,
Tele. 9465 Colombus.

February 26th 1920.

My dear Mr.Griffith:

I enclose a list of F.Hopkinson Smith stories, which really need no further comment or introduction.

His "Caleb West" which I have not included in the general list has tremendous cinema possibilities and I wish you would give it your personal consideration.

Incidentally too, will you remember my new line of endeavor ?

With kind personal regards.

Yours very truly,

(Miss) E.L.Thomas.

Copy to
A.H&T.Banzhaf, Esq.,
2 Rector Street,
New York NY.

List of Books and Stories by the late F.Hopkinson Smith,
for sale for Cinema Use.

" A Day at Laguerre's and other days"---containing six short stories

" A Gentleman Vagabond"-- containing eight short stories,

" At Close Range"-- containing nine short stories.

" Captain Thomas A.Scott"

" Fortunes of Oliver Horn"

" Forty Minutes Late"---- containing nine short stories.

" Peter" ---- A Novel of which he is not the hero.

" The Arm Chair at the Inn"

" The Romance of an old fashioned Gentleman"

" The Other Fellow"-- with elevenshort stories from which one has been sold.

" The Under Dog"-- with thirteen short stories from which one has been sold.)

" The Veiled Lady"--- containing eleven short stories,

" The Woodfire in No.3"-- containing nine short stories.

" Tom Grogan"

Should you be interested in any of the Stories
I will endeavor to send copies of the same.

Yours very truly,

(Miss)E.L.Thomas,
105 West 72nd Street, New York,
Columbus 9465. Sale.

WESTCHESTER LIGHTING COMPANY

W. L. SECORD,
NEW BUSINESS PROMOTION MGR.

TELEPHONE 810 MOUNT VERNON.

MOUNT VERNON, N. Y.,

ADDRESS REPLY TO WRITER.

February 26th, 1920.

Mr. Albert H.T. Bonnhaf,
2 Rector Street,
New York City, N. Y.

Dear Sir:

Enclosed please find copy in duplicate of electric power contract for supply of current to the D. W. Griffith, Studio, Mamaroneck, N. Y.

If these are satisfactory, will you kindly have both copies executed and returned, when I will have one copy signed by our officers and returned for your files.

If, however there is any further information you desire in connection with these, I will be glad to confer with you at your convenience.

Yours very truly,

W. L. Secord

New Business Pro. Mgr.

Form 120

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	X
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVER'S NO.
CHECK
CASH OR CHARGE
TIME FILED

Send the following message subject to the terms on back hereof, which are hereby agreed to

February 27 1920.

Income Tax matters Griffith

E C BIDWELL 206 WILCOX BUILDING

LOS ANGELES CALIFORNIA

RUSH INFORMATION TO EPPING ON TAX MATTERS GET THIRTY DAYS EXTENSION FROM TAX COLLECTOR LOS ANGELES TO FILE MR GRIFFITHS RETURN AND FIRST PAYMENT ADVISE

BANZHAF

chafge A H T Banzhaf Room 1615 2 Rector St.

Form 1206

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	X
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVER'S NO.
CHECK
CASH OR CHARGE
TIME FILED

Send the following message subject to the terms on back hereof, which are hereby agreed to

February 27th 1920

Wark Mother's Day Fall & Babb

J EARLE KEMP
CARE WESTCOTT FILM COMPANY
MINNEAPOLIS MINNESOTA

WILL CONSENT YOUR ASSIGNING RIGHTS RELEASE MOTHER AND LAW AND BABYLON TO JOHN H BURKE YOU RETAIN DISTRIBUTION PROVIDED BURKE TAKES RIGHTS SUBJECT TO ALL TERMS YOUR CONTRACT WITH WARK COMPANY ALSO PROVIDED YOU STILL REMAIN LIABLE ON SAID CONTRACT FOR ANY BREACH BY YOU OR HIM REGARDS

ALBERT H T BANZHAF

charge A HT Banzhaf Room 1615 2 Rector St.

Los Angeles, Calif.
February 27th, 1920
524-525 Washington Bldg.

Miss I.Agnes Weiner, Secretary,

D.W.Griffith Studio,

Orienta Point, Mamaroneck, N.Y.

Dear Miss Weiner:-

Your telegram and letter of 21st received, and I at once took the matter up with the office of the Travelers Insurance Co. here and they have wired their office at Hartford regarding the missing check and I hope to be in receipt of definite information daily, when I will wire you the result.

I think that the letter with check was undoubtedly returned from the Hotel Alexandria to the home office of the company at Hartford, but if it should by any possibility transpire that the check was obtained by the wrong party and cashed, Mr.Griffith will not be the loser and duplicate payment will be made by the Travelers Co.

It may be that the company will write you direct from Hartford, as I have given them your address and furthermore asked them, as well as other interested companies to cancel on their records, the address of Hotel Alexandria and to send all further mail for Mr.Griffith in your care as Secretary, to the studio, Orienta Point, Mamaroneck, N.Y. I trust this will obviate all further trouble.

I regret exceedingly the unfortunate delay in payment of this annuity check and will do all I can to guard against a similar occurrence in future.

I will also appreciate advice from you, in case settlement is received by you direct from the Hartford office.

Yours very truly,

Albert Cummings

February 27th 1920.

Mr. J. Earle Kemp,
Secretary, Wescott Film Corporation,
Minneapolis, Minnesota.

Dear Sir:

In reply to your wire of the 26th inst. to A.L. Grey, 720 Longacre Bldg., N.Y.C. relative to proposed release of "Mother and the Law" and "Fall of Babylon" to John H. Burke, beg to advise that the undersigned, the Wark Producing Corporation, hereby consents to the assignment of the rights of releasing said two productions in the territory of Wisconsin, Minnesota, North and South Dakota now under your control, provided said Burke takes said assignment subject to all the terms and conditions of your contract with the undersigned under date of April 25th 1917, also subject to all the terms and conditions of the memorandum agreement between your Company and the Wark Company, amending said contract relative to the territorial rights in releasing and distributing "Mother and the Law" and "Fall of Babylon" whereby your Company surrendered the rights to release said pictures in the State of Iowa and obtained in exchange therefor the rights to said pictures for the territory of Wisconsin, Minnesota, North and South Dakota and provided furthermore that nothing in this consent of assignment shall release your Company from any and all provisions of said contract or memorandum agreement aforesaid.

We would also request that you kindly send us a copy of the contract or memorandum agreement which you may enter into with said Burke for our files..

With best regards, I remain

Very truly yours,

WARK PRODUCING CORPORATION

BY:

_____
President.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AHTB/GD

February 27th 1920.

Mr. Albert L. Grey,
720 Longacre Building,
New York City.

Dear Mr. Grey:

In reply to your favor of the 26th inst. relative to Kemp wire, copy of which is enclosed for your files, also copy of my wire in reply thereto. I also enclose herewith copy of letter this day written to Kemp supplementing the wire.

Very truly yours,

AHTB/GD
Encl.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

GUY CROSWELL SMITH, Ltd.

Distributors in All Countries of the World's Best Motion Picture Productions

PARIS OFFICES:
6 RUE DE LA PAIX

807-811 Longacre Building
Telephones 5293-5294

42nd Street and Broadway, New York
Cable Address: Crosmith, New York

Directors:
J. J. McCARTHY
THEODORE MITCHELL
GUY CROSWELL SMITH
GEORGE BOWLES

February 27th, 1920.

Dear Mr. Banzhaf:

Won't you please reply to the enclosed letter direct to Mr. Ziehm, and oblige,

Very truly yours,

J. J. McCarthy
mac

Mr. Albert H.T. Banzhaf,
2 Rector Street,
New York City.

*Encl.

Dated 27th February 1920.

A.E. CUTFORTH ESQ: and others

- to -

D.W. GRIFFITH ESQ:

Bright Eyes Heart

ASSIGNMENT

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

THIS INDENTURE made the Twenty seventh day of February One thousand nine hundred and twenty BETWEEN ARTHUR EDWIN CUTFORTH of 5, London Wall Buildings, Finsbury Circus, in the City of London, Esquire, CHARLES WILLIAM SOFER WHITBURN of 27, Clements Lane, E.C. a Colonel in His Majesty's Army and SIR EDWARD ALFRED GOULDING of Wargrave Hall, Wargrave, Berks, Baronet, M.P. (hereinafter called "the Vendors") of the one part and DAVID WARK GRIFFITH of the Savoy Hotel Strand in the County of London Esquire (hereinafter called "the Purchaser") of the other part WHEREAS by an agreement dated the second day of October One thousand nine hundred and seventeen and made between William Frederick Jury as Agent for and on behalf of himself and the other persons then forming the War Office Cinematograph Committee of the one part and the purchaser of the other part the purchaser granted the exclusive right of exploiting within the British Empire as therein defined a film known as "Hearts of the World" upon the terms and subject to the conditions therein mentioned AND WHEREAS certain provisions were made therein for the division of the net proceeds derived from the exploitation of the film in the British Empire and for settlement of any disputes which might arise as to the division of such net proceeds or any question of accounts AND WHEREAS the Vendors are the persons now forming the War Office Cinematograph Committee and have agreed to sell their interest in the said agreement to the purchaser upon the terms hereinafter contained NOW THIS INDENTURE WITNESSETH that the Vendors as Trustees in consideration of the sum of One thousand two hundred and fifty pounds now paid by the Purchaser to the Vendors (the receipt whereof the Vendors hereby

acknowledge) hereby assign unto the Purchaser ALL THAT their interest in the said film under the said agreement TO HOLD the same unto the Purchaser absolutely as from the Twentieth day of November One thousand nine hundred and nineteen Excepting and reserving unto the Vendors all the benefits accruing in respect of contracts in connection with the said film up to the said Twentieth day of November One thousand nine hundred and nineteen And the Purchaser hereby covenants with the Vendors and each of them that he will keep the Vendors their Successors and assigns and the said William Frederick Jury effectually indemnified against all costs expenses damages proceedings claims and demands arising in respect of the said film under the said agreement or otherwise.

IN WITNESS whereof the parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered by the above named Arthur Edwin Cutforth in the presence of

A E Cutforth

Williams
5 London Wall Bldgs EC 2.
Ca.

Signed sealed and delivered by the above named Charles William Sofer Whitburn in the presence of

C. W. Sofer Whitburn

Name P. Hunt
Address 2 Clements Lane EC
Occupation Clerk

Signed sealed and delivered by the above named Sir Edward Alfred Goulding in the presence of

E A Goulding

J. H. Hannon.
24 Abingdon Street SW. 1
General Secretary.

Studio

February 27th 1920.

Maxwell Engineering Company,
61 Broadway,
New York City. Attention of Mr. Zant.

Dear Mr. Zant:

Enclosed herewith please find proposed agreement with the Studio and the Westchester Lighting Co. relative to electric power supply at the Griffith Studio.

Will you kindly advise if this contract is as favorable a one as we could procure under all the circumstances and if the same will meet our requirements.

Please return the agreement to me at the earliest possible moment.

Very truly yours,

AHTB*GD
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

February 27th 1920.

Mr. Albert L. Grey,
720 Longacre Building,
New York City.

Dear Mr. Grey:

I enclose herewith copy of letter this day received from Miss Thomas whom you will remember was Mr. Aitken's private secretary for some time. As I remember the story,"Caleb West" was at one time one of the best sellers and very popular. I would advise that you procure a copy of this for Mr. Griffith's attention.

Very truly yours,

AHTB"GD
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Scenario Dept. File

February 27th 1920.

Miss E.L. Thomas,
105 West 72nd Street,
New York City.

Dear Miss Thomas:

I have your copy of the letter which you sent to Mr. Grey relative to "Caleb West" and other J.Hopkinson Smith stories, and I thank you for calling these to our attention. I will take the matter up with Mr. Griffith the first time I see him, which will be either Saturday or Sunday.

With kindest regards and best wishes,

I remain

Very truly yours,

AHTB*GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

file

PARADISE ALLEY

by

Louise Dutton

This is a love story of Bohemia.

For there is a section of New York that is still Bohemia. Rodolfo and Mimi ahd Musette would be alughed at there, because they are so simple-hearted and kind and gay. They would have to revel and dance in small basement tea-rooms, embarrassed by a cluttered precision of fussily set tables, and under the sympathetic gaze of tired and bored young eyes. Dreary talk of unintelligible matters, like single tax and birth control, would bewilder their ears, in place of hearty and care-free song, but their sould would be at home, for Bohemia is there.

The heart of it is Washington Square, as any Philistine would tell you, for Philistines are always ready to discuss Bohemia, as spinsters discuss child psychology, while young mothers prefer to forget that there is such a thing. North of the Square, Fourteenth Street stretches a natural boundary above it, a garish, sorbud boundary which no dream could cross, and east, south and west,of the square, notably west, where Greenwich Village, its shabby secret fastness, lies, it loses itself among tenements, or neat, prosaic flat-houses, where its boundaries are as vague to define as the borders of Fairyland, though they are just as hard to cross, and just as real.

And there are studios there, and creaking stairways and garret windows, and youth and art, and free-thinking and living

and loving, too often of a grubby and basely diluted quality, but they are landmarks of Bohemia still; of a refuge and playground to run away to, from the responsibilities of the world. And around it, as always in the history of Bohemia, the world waits, to tempt the runaway back, to pull Peter Pan down out of the treetops, and saddle him with a home and family and a moral code; to make him fall in love instead of playing at love; to make the artist into a man.

It waits for a lean and wary generation of black sheep today; young people with more head than heart, but the world is a match for them. Great passions cannot sweep them off their feet and bring them back to the fold; then little loves shall creep into the heart, and possessit unaware; strange loves, with those strange little moments of delight or danger that make little loves suddenly real and great; kindness in hearts that never meant to be kind; the tears of Harlequin.

Only two hearts can know when such moments come. This is not the way the story is told in the Village, where because of its surprising end it is still discussed, but this is the true story of Larry and Celeste.

Mr. Giles Reginald St. Laurence Cavanagh, more generally and conveniently known as Larry, sat on the edge of a rickety cot bed which made no attempt to disguise itself as a couch, thought it occupied the place of honor in a tastefully furnished studio-eating scrambled eggs.

It was an evening early in May. The eggs were Larry's dinner. He had flavored them faintly with garlic, and they were very good. The package on the bed beside him was a Pierrot costume for the pageant in Liberty Hall that night.

Larry had pawned the Kashmir rug from his couch to pay for it, but regarded ut biw with disapproving, rather alarmed brown eyes.

Julie Davenant was directing the pageant. She was a successful novelist, with only one foot in the Village, so the Liberty Club ball would be only gracefully naughty tonight. And Mrs. Davenant was that rare thing, a woman who was never in love with Larry, and never was a mother to him-two courses which came to the same thing in the end, for poor Larry. Larry liked Julie and had no objection to her pageant, but he had promised her to come, and Larry had an objection, deep-rooted and strong, to doing anything-anything little or bige that he had promised to do.

But Larry kept his word to the ladies, if he was a little slow in making promises to them. So, now that the sauce-pan from which he had eaten his eggs with a spoon bearing the Cavanagh crest, was quite empty, he sighed, and disappeared behind the tapestried screen that hid his washstand. Sounds of splashing followed, that only a gentleman of English extraction, dressing in haste, could produce from a child's size, papier-mache' wash-basin, and soon after, Larry was gazing into the tarnished depths of a Louis Quinze mirror at Pierrot.

Pierrot, slender and silvery white, perfectly tailored and powdered and groomed, was a hero to dream of, but young Larry Cavanagh, under that misty disguise, was a boy to wake up for, and with that in his eyes which would keep you awake. Bigger and browner than ever, they showed against the dead white of his powder dark with a flashing, capricious light that would beckon you to follow him to the ends of the earth, though it held out very little hope that you would catch him there.

When he straightened his shoulders, given to drooping insinuatingly, Larry stood six feet two in Pierrot's heelless slippers - a lean, but springy and red-blooded six feet two, and Larry's square chin had the Cavanagh cleft and upward tilt. No matter how easy it seems, there is nothing so hard to lose or sell as your birthright; the traditions and responsibilities of your race, that are in your blood, and cannot be wished away. Larry, an adequately paid illustrator when he would work, a love for any lady and heart-free still, Larry, pointed out to sight-seeing spinsters as the prince of the Village and secretly proud of it, yet was and looked the last of the Cavanaghs.

"Good job of plastering," Larry said of his make-up - all that concerned him in the mirror. Then he threw the wreck of a once impressive ulster over Pierrot's finery, switched off the flaring gas, went through the form of locking a door that any friendly pocket-knife was free to unlock, ran down his four flights of stairs, crossed the Square - Larry lived in the most tumbledown building on the shabby side of Washington Square - and plunged into a dark tangle of streets, toward Liberty Hall.

Streets that were cramped and mean by day, but changed and mysterious by night. The Square was behind Larry, a vanishing island of faintly glimmering light, and before him and all around him was the tantalizing dark; blind alleys that hid their dinginess and kept their charm, dim doorways that promised adventure, and assured you that whether you were lucky enough to find it or not, adventure was there; the black bulk of the elevated, shutting down and sheltering you, there in the friendly dark, and the wider shelter of a low-hanging, starlit and moonless sky. And tonight was the first night that year that Larry had felt the spring. It

was faint, it was tainted with street smells and sharp with a fine edge of cold, but it was the spring that he felt in the air, and it sang in his blood as it had not done on any spring before. The weight of the pageant, which he had been feeling for days, and the weight of all the cares in the world seemed to roll from his shoulders, and nothing threatened or pursued. Larry did not care where he was going, if he could only go swinging on through the dark, and feeling the spring.

But he was to go no farther. Larry was passing Paradise Alley. This was a narrower, darker pocket in the narrow dark of Orchard Street, crowded with ancient frame houses that were just beginning to be colonized by the Village. Larry disliked the sketchy plumbing of such houses, and the promiscuousness of such colonies, but this dim huddle of low-lying buildings had a new charm tonight. A red shaded lantern swung at the doorway deep in the Alley caught his eyes, then a kind of listening hush about the whole place arrested him. Larry stood still and looked. He could not have moved. Something was going to happen in Paradise Alley.

Something - and suddenly, all in a breath, it had happened. A sudden scream had cut through the dark, a woman's scream. It came once, and again, and then no other sound followed it. But it had come from the house with the lantern, and now the door opened, and a thin, stooping figure appeared - a man's. He paused, and then dashed across the court, past Larry and away.

Larry had made an ineffectual grab at him as he passed, but Larry was running, too - into the alley, and up to the lighted door. He threw himself against it. It was flimsy, in spite of its brass knocker and green paint and look of weight and age. It almost gave, though it was locked; almost, and then Larry drew

back and stood staring up at the window above him - on the second story, but not far above him, for the house was tiny, almost a toy house.

From the window, a girl was watching him; a girl with a pale, small face, a tumble of blue-black curls, full, heavily rouged lips, the kind of nose that never goes with more than five feet of height, and the most beautiful eyes that Larry had yet seen in a short, but observant life; eyes like lake water at night, Irish lake water, blue and deluding and deep, and her eyes were laughing at Larry, and her voice laughed at him, too, a lovely, lowpitched voice, with a soft, insinuating husk in it.

"Don't get excited, and don't be melodramatic," the voice said - the same voice that had screamed. That was all it said now, and the word it screamed had been "Murder!"

The walls still echoed that lurid cry, and Larry's pulses still thrilled a response to it, while all the dark possibilities of crime and danger that it had called into being, died one by one before the laughter in her eyes, and Larry, a pallid, dramatic figure in the night, stood and looked up at her; blue eyes and brown, both big and dark in the dark of the court, telling each other all that they knew of the past and the future; telling each other more than they knew.

"Well?" said the girl defiantly.

"You are not murdered, I take it?" said Larry.

"No, but he may come back. He was awfully angry. I'm locked in up here. There's nobody else in the house."

"If you are locked in," said Larry,"it is undoubtedly because you deserve to be. You are not murdered, and nobody else

here is. You merely wanted to get your own way. You probably wanted somebody to help you get it. Therefore you deliberately stuck your head out of the window, and made a disturbance that ought to put you into the hands of the police."

"Oh, I like the police. They are mostly Irish, and I can get on with the Irish," she said, but Larry ignored this. "But I don't like all the Irish. I don't like you," she added; and then, when Larry ignored this, too, she added meekly: "Well, what are you going to do?"

"Three things," said Larry, "find out what you want, attend to it, and then punish you suitably. What do you want?"

"Three things," said the girl, promptly, "to get out, have my dinner, and -

"And?" said Larry, but she had disappeared though the low house front looked like some sham erection on the stage, with no rooms behind it. A light in her room, the yellow flicker of a hand-lamp, moved here and there, then went out, and she leaned over the window-sill again, in a long hooded cape, with a big parcel in her hand, which she tossed to Larry.

"Are we eloping?" he asked, rather anxiously.

"Not yet," she said. "Now, get me out."

"Shall I huff and puff and blow your house down?" he suggested.

"No. Shut your eyes. No, you'll have to keep them open, I suppose. Now, hold out your arms - "

Without further preliminary, she caught her bulky cape tight around her, swung herself over the low sill, and dropped. Larry caught her neatly. He had guessed her height

correctly. She did not reach to his shoulder, as she stood and clung to his arm with a small bare hand.

"Perfect. We might have rehearsed it," she said.

"We will now," offered Larry.

"Look," interrupted the girl, and drew him to a corner where, after the casual but convenient fashion of the alley, an empty barrel lay. She prodded it with one pale-slippered foot. "Strong, and fairly clean. Stand it up," she said. "No, here, round the bend of the wall. I don't want him to see me from the street, if he comes back. If he does come, I'll have to run away, of course."

"Of course," Larry said, "but if you're afraid of him why stay here?"

"I have to stay here until nine," said the girl impatiently. She was perched on the barrel now, with her skirts tucked round her, and her little satin shod heels tapping against it. "Now go and get me some dinner, and bring it to me, here," she said. "I'm awfully hungry, and I haven't any money at all," she added cheerfully.

"Not a peculiarly fortunate combination of circumstances," murmured Larry. It was his own. Pierrot's satin pockets did not even contain carfare.

"Don't be cross," the girl said. Larry remembered afterward that this was the first time he saw her smile. "And do be quick."

"Fifteen minutes," said Larry, earnestly enough for a promise of graver import.

But it was sixteen minutes later that he stood beside the barrel again, short of breath, but with bulging pockets,

which he emptied proudly into her lap.

"You are one minute late," she said.

"Aren't you going to thank me?" Larry asked with interest.

"I'm hungry." She was tearing her way into his packages. They contained two small perfectly roasted squabs and six caviar sandwiches.

"Don't you want to know where I got them?"

"I'd rather know how I'm to eat them," she said practically. Larry, who had arranged the meal tastefully on the barrel top beside her with his handkerchief for a tablecloth, now began to carve the squabs with a pocket-knife, and feed them to her.

"Don't you want to know?" he urged. "I stole them, Pierette."

"Stole?" she stared at him, diverted from her squab, for a moment. "Oh, well," she decided, "you've probably done plenty of things that are worse."

"But I never stole before," Larry said, but she changed the subject.

"I'm thirsty." She said it confidently, as she had demanded her dinner, like a child that believes all the tables in the world are set at meal-times, and it has a right to be fed from the nearest one; and that is the surest way to get fed. Larry had heard a sound like water dripping from a tap in a corner of the court, and went to investigate. It was water. He came back with his cupped hands full of it, and she drank with her wide eyes on his, aschildren drink.

"It should be milk," Larry said, "milk warm from the cow. Can I get you anything else?" he inquired formally.

"No! Then you are served, Pierrette."

"Not Pierrette. Celeste Conroy. Sit there. You may call me Celeste."

"Pierrette," said Larry, firmly, sitting cross-legged on her big package.

For she was Pierrette; Pierrette to laugh with and dance with and dream of, until your dream grew too real for her and she sent you away; Pierrette, small and sweet and cold; the heartless sweetheart of lovers with breaking hearts. Had not Larry committed a crime for her, unthanked, already? True, the basement window that he had broken into was Julie Davenant's, where he had declined an invitation to dine that night, but he had probably frightened a kitchenmaid into a fit with his makeup, and had really stolen the squabs. And the girl, now beginning heartily on the wing of a second one, did not care.

Moreover, she was picnicking here on a barrel, five minutes from Broadway, and without one thrill of adventure; hungry, and eating, that was all. This girl wanted her own way, and got it, as Larry himself always did. She was no modern, self-conscious imitation, but a real Pagan. She was of Larry's own blood. And so, every heartbeat, every breath of theirs, every moment they lived, brought them closer; closer, whether they liked it or not. All the night was like a great hand, pressing them closer, and the strength of the hand was terrible, but sweet.

"Pierrette," Larry whispered, half afraid and only half knowing why, "Pierrette."

"Pierrette, then," agreed the girl, calmly. She had finished her dinner, and now made a package of the bones,

brushed off the crumbs with his handkerchief, and handed bones and handkerchief to Larry, who put both absentmindedly into his pocket. "But I am a fairly well-known model. You ought to remember hearing of me."

"I don't want," said Larry, "to remember anything before tonight."

"Never mind what you want," said the girl with a quick look. "Take what you can get. My friends have to. Jack had to."

"The gentleman who was leaving when I dropped in?"

"Yes. I wouldn't give him this evening, so he locked me in. I said, if he did that, I'd scream, and he did, so I did."

It was the perfect explanation, lucid but brief, but Larry said, in a guarded voice that reserved judgment," The third thing?" What was the third thing you wanted, Pierrette?"

"My dinner was nice. You have been very kind,"she said like the correct guest, taking leave of a host.

"Pierrette," Larry said sternly, "are you trying to send me away? You devour a perfect meal with an unhygienic haste, and you speak darkly of nine o'clock. Have you trod on a heart - my heart, Pierrette?" Have you a date at nine, with a handsomer man?"

"Yes," flashed Pierrette recklessly, and leaned saucily close. "Yes, yes, yes! I'm going to a dance, a real one, a masked ball uptown; in a domino - it's in that package. With a handsomer man, lots handsomer, and I don't care if I never see you again. Are you angry?"

"Angry?" Larry put both hands on the barrel, arms circling her but not touching her, breath coming hard and quick, and waited. Her pale face, with parted, outrageously red lips, hung close above his own. For the first time, Larry smelled a faint, teasing smell, that was rice powder, cheap, cloying essence

of sandal wood, and something else, something fresh and poignant, like garden roses; the perfume that was Pierrette.

"Let me go," Pierrette said, in a small, scared voice. "Please - " and as she spoke, a faraway clock, ominous in the quiet of the alley, began to strike nine. As it stopped, a taxi, noisy and disdainful, chugged into Orchard Street. It drew up outside the alley, and sounded its horn three times.

"There's your young man," Larry said. "Pierrette!" and he slipped his arm suddenly tight round her shoulders. She struggled, then was still in his arms, still, and unexpectedly small and warm and sweet, her dark eyes half closed, her full lips half smiling.

"Pierrette," Larry whispered. He heard something clink on the stones.

"My slipper. Won't you please pick it up?" she said.

"While you run away?" Larry laughed. "Will you come to dinner with me tomorrow night? Yes? You don't mean it now, but you will." The taxi horn sounded again. "Oh, he can have you," Larry said, and bent suddenly close, and kissed her, full on her warm rouged lips. Then he let her go, found her slipper, and drew it deftly on. "He can have you now," he said. "Good-night, Pierrette."

He offered a hand, which she disdained. She slipped down and away, like a tiny dark garbed ghost, but after her, echoing softly through the night, came a fairy burst of faint, forgiving laughter. Larry stood still at attention, with Pierrot's peaked hat in his hand. He stood there for quite five minutes, and they were not happy minutes.

Pierrette was gone, but Paradise Alley was full of something Pierrette had left, something as real asher perfume of garden roses; a perfume, too, the perfume and glamour of love and youth. What was it doing in Paradise Alley? What was it doing in this new affair of Larry's, which, barring a few melodramatic details, had begun like other affairs - with a kiss, and Pierrette's lips were no softer than other lips. He must banish it, and be done with it here and now.

Larry had been crushing Pierrot's hat savagely. He smothed it, and jerked it defiantly into place. Pierrette herself was only Celeste Conroy. The perfume of garden roses was gone. He was Larry Cavanagh, in love once more, and thoroughly familiar with the rules of the game. And he had not been quite an hour in the Alley, and would not even be late for the pageant in Liberty Hall.

In spite of Julie Davenant's restraining influence, the Liberty Club ball that night gave the morning papers some excuse for calling it a bachanalian rout, as they liked to do, and Larry helped conscientiously. But at five A. M. he was breakfasting by invitation in a qyick lunch room near the hall, with Julie, and telling her about Celeste. Julie listened more gravely than usual, narrowing her topaz eyes thoughtfully, and letting her coffee get cold; but it was inferior coffee, half chicory. That evening Larry found Celeste meekly waiting under the red lantern, in the demurest of black tailor-mades, and the most ingenue and disarming of spring hats with a red rose over one ear.

"Hello, Cave-man" she said, in a matter of-fact voice that banished romance.

13

"I've hoy an awful head tonight," said Larry. "Where shall we go?"

They dined at the Coal-hole, a basement grill-room that was the Village eating place of the hour, and there, full in the eyes of that intricate and hectic corner of the world, that was the world to both of them, the affair of Larry and Celeste began.

Larry, who never wasted time in affairs of the heart, broke his own envialble record in this one. He spent uncounted hours on the precarious, semi-oriental divan in Celeste's low-ceiled second floor front. Julie, who had ignored or laughed at his other affairs, took up Celeste and frankly made love to her. Larry and Celeste went to parties together or stayed away from them together. They dined together every night; at the Coal-hole, where Gerard Tyler, the portrait painter, with the guitar and the beautiful, battered baritone voice, and unexpurgated but distinctive repertoire of songs, interpolated verses about them; at the Evert, the shabby, gay, old restaurant above the Square where the Village spends money when in funds; or sedately, in full-dress and in uptown restaurants.

Larry neglected his work as usual, or worse, but when he worked, turned out little masterpieves in black and white that were wickedly good, and got him order he would not take time to fill. Celeste, according to Tyler the only model who could wear the clothes of the four hundred, look born to them, and not convey a false impression, worked harder than ever now, but gave Larry long sittings for his portrait of her. And Celeste was not in the habit of making her young men a present of her time in working hours. The report that she was knitting Larry a tie, and he wore her

picture in his watch, was only a malicious invention of one of Larry's pasts, but Larry and Celeste were certainly monopolizing each other, without shame and without finesse. They were rushing each other; Larry Cavanach and Celeste! All the alley and all the Village knew it and wondered and laughed.

But much went on that the Village could not know; their walks, bareheaded, through driving rain on the river front; the race they ran down Fifth Avenue one night, ten blocks, for the forfeit of a kiss which Celeste refused to pay; the hand-organ which they stole and operated for an hour, then returned with the profits to the outraged owner, and thus partly soothing him; the exclusive party which they attended uninvited and unknown in an exclusive house near the park, leaving their hostess puzzled but regretful when they said good-night.

Celeste played these and other games, but she was not always playing, and even when she was not, she was still Celeste, still the girl of their melodramatic first meeting, the girl who teased and baffled and charmed, still Pierrette.

She could sit demurely beside you, polite but bored, through a play; she could mend your gloves- Celeste sewed without a thimble and clumsily- and talk to you about your mother, in words of one syllable, and keep you, all the time, in a little fever about her; mad to know what was going on in her mind, to get to the heart of her mystery, which, in her demure moods, caught and held you more than in her madcap moods; the mystery, the dear, unanswered question, that was Celeste.

For a month Larry gave himself up to it. Where was it leading him? What was Julie trying to tell him when she looked at him across her perfectly appointed tea-table silently, with

eyes like his mother's? What was his own heart trying to tell him sometimes in the night when he waked and was afraid? What was there for Larry to fear? And why, since Celeste's first kiss had come so easily, was he waiting so long for her second? For he was waiting. A hand had slipped into his and clung childishly tight when they heard the Liebestod from the top gallery of the Metropolitan. Twice- once for a very little grief and once for a very big one- Celeste had cried in his arms. But Larry was not making love to Celeste.

Why? And what was coming next? Larry did not know, or care. Dazzled by Celeste's charm, and content with the dear comfort of her, that had been his so freely, Larry came unafraid and unprepared to a certain evening in June.

It was still cool, but a sultry hint of coming heat was burning the life from the air. The Coal-hole had been crowded and noisy, and Gerard Tyler ingratiatingly but unmistakably drunk. Celeste's red lantern looked hot, and the houses around the cramped court looked squalid and small, as if there could not be room there to breathe, when Larry and Celeste rutned into Paradise Alley- talking as Larry remembered as long as he lived, about the color of Julie Davenant's eyes.

"Topaz," Larry said.

"Sherry," said Celeste, "or Tokay, or amber."

" Nonsense," said Larry.

" I don't care,"said Celeste, with a sudden break in her voice.

" You're tired," Larry said, and took the key she was fumbling with and opened the green painted door. "I won't come up."

"Won't you?" said Celeste. " "Maida's off for the week-end. I thought you could light my lamp. It's- spooky up there.

Maida was an undiscovered novelist who lived in the second floor back. Celeste was sincerely afraid of empty houses and of the dark, so Larry followed her up the creaky, toy stairs, past Maida's closed door, to her own. It was black dark in her little room. Celeste groped her way to the windows and opened them wider. Larry found a match, and struck it.

"Oh, I am tired," said Celeste.

Under her dropping brimmed hat her face showed, very small and white. She was not made up, even in her own delicate fashion, but shadows like make up, violet shadows softly but clearly traced, showed under her dark, tired eyes. Her bedraggled fur scarf trailed over one arm forlornly, and her white blouse, open at the throat, was fresh still, but tumbled like a child's clothes when it plays. That was all Larry saw, for then the match burned his fingers, and went out, and then- Larry was stumbling across the room, upsetting a tabouret whose location heperfectly knew, groping toward Celeste, finding her, and catching her in his arms.

She drew a soft, startled breath, and then- then two arms found their way round his neck and a face hid itself against his shoulder.

"Poor little girl," Larry said; "poor, tired little girl! Celeste, I've been good, but you've kept me guessing long enough. How much do you care?" He had no answer, but Celeste did not stir. " How much do you care?" he whispered, with his throat suddenly hot and dry. "How much, Celeste?"

Still there was no answer, but suddenly the head he had been gently trying to lift was lifted, and her two arms held him tighter, drawing his face closer to Celeste's; closer, until Celeste's

lips met his. They were not warm this time, but cool and alluring and sweet, as if each kiss were his first.

"Celeste," he whispered. "Oh, Celeste- Pierrette-" Larry laughed softly in the dark. "You do care. You do. And there's nobody else in the world. Say it, Celeste".

For a minute- or a year or an age- Larry waited for her answer in Celeste's queer little room, in that queer little court, with the black dark around them, almost tangibly heavy and close, and the slowly freshening air touched faintly, and then more faintly still, with the vanishing ghost of the perfume of garden roses. Then Celeste's answer came.

Celeste stirred in his arms; stirred, then twisted herself suddenly free, and reached up and clutched Larry by the shoulders; clutched him with all the impotence and all the strength of outraged womanhood in her two small, strong hands.

"Go," she said. "Go- go- go! I never want to see you again. I hate you."

That was all. For the next few minutes the world turned black to Larry, but somehow he got out of the room and down the stairs and out of the Alley. Somehow he found himself walking up Fifth Avenue, with what breeze there was on that deadest of dead June nights blowing into his face, and black rage in his hears, and across his mouth the sting and smart of the blow Celeste had struck him.

Larry shrugged and buttoned himself tighter into his old ulster and turned toward the water-front. A long walk, preferably in the dark, was his cure for a disordered universe, and it was badly disordered now. For that little scene in Celeste's room had been nothing remarkable. He had been there before, and so, he inferred,

has Celeste. A kiss in the dark was nothing new, and Celeste had led him on. Why should she turn on him? And why did he feel this sudden impulse to go back and go on his knees to her and beg her pardon? Would he do it? Would he do something more foolish still? What had this charmed month done to him? But there were long, lonely miles and long, dark hours ahead of him, and soon he would feel like himself again. At the end of the cross street, Larry saw black wharves and black water, and he walked quickly toward them.

Just twelve hours later, the short hours of the twenty-four to the untroubled mind, but the longest hours he had yet lived through, to Larry, a mud-splashed, dishevelled and unshaved young man and an outraged English butler appeared together in the dining-room door in Julie Davenant's charming little house on Tenth Street.

"This person wishes to see you, madam," explained the butler reproachfully.

"That is not an entirely unnatural wish, Sims," said Julie. "The person wishes coffee, too; freshly made and very strong, and," she added, as Larry dropped heavily into a chair at the table, "a little whisky and soda. Get it, then go away and don't come back. Haven't you slept at all, son?" was the only question she let herself ask.

"From four until seven, in my clothes. I don't want anything to drink," said Larry, but he finished the whisky and soda, and began hungrily on the coffee. "I don't want to talk," he saidn then; I-can't. I want you to get Celeste on the phone, and get her here. Send a taxi for her. Don't tell her I'm here, or she won't come. If I go there, she won't see me. If I talk to her in the street, she'll run away." Larry explained this slowly and painfully, as he had thought it out in the long hours of

the night. "I have got to see her. Get her now. Get Celeste."

Julie was on the arm of his chair, with a mothering hand in his thick, brown hair by this time, and now went obediently to the telephone closet without more words. When she came back, he questioned her with haggard eyes.

" Celeste will be here in fifteen minutes," she said gently, and slipped her wrist watch into his hand and sat down facing him. Larry looked at the hands of the watch, and Julie looked at Larry, until the fifteen minutes were almost gone. Then Julie put a cool hand on his.

" Listen, son," she said. "I can see what you are going to ask Celeste. If you ask her and she says yes, you are both coming down with me to Long Island for a quiet month. Then I 'll give you -your party there, and go away and give you my house to yourselves, after that, if you like. I love you both, you knew, and Celeste more tha n you. But, my dear, don't do it. Don't ask Celeste. You are asking her because you can't help it. You will feel trapped and caught. Larry, this steip that you are thinking of taking should be taken of your own free will, with open eyes, with the head up, and proudly. Unless you can take it so, don't take it. Don't ask Celeste."

Larry raised his head and listened, then stood up, and Julie saw that he heard nothing she said, could hear nothing but the faint, approaching sound of a taxi.

"There she is," Larry said, and the taxi stopped. They could not hear her come up the steps outside, but the door opened. Sims let her in, but she came alone and stood in the dining-room door and looked at Larry; Celeste, with the freshness of morning in her faintly pink cheeks, and the fear of the night in her eyes.

" I knew you'd be here," she said. "What do you want?"

"You," Larry said, and looked at her with a runaway boy's frightened eyes, but stood up very stiff and straight, like the last of the Vavanaghs, "Celeste, will you marry me?"

Julie slipped out of the room, and they did not see her go. An hour later, when she came back, Celeste and Larry sat hand-in-hand beside the disordered breakfast table, gazing at each other as if they had never seen each other before, and, though at present deriving little comfort from the prospect, could see nothing else in a bewildering world.

"Everything's all right," said Larry, rather sweepingly.

"The engagement is announced-" said Celeste.

A few days later Julie gave a discreet little dinner, and Larry an ill assorted but uproariously successful tea, and Celeste told Maida, who told the Alley, who told the Village, and the engagement was announced. And early in July, Larry and Celeste followed Julie to her rambling old house on Long Island, to stay with her until August, when they were to be married, and she was tl leave them there.

The next few weeks were strange, dream-ridden weeks to Larry. Every morning when he waked up in his own big attic room at Julie's and looked through the uncurtained gable windows at the sky and the Sound and the sun, Larry found that the same dream was true. He was going to marry Celeste.

Sometimes it was a pleasant dream. It was pleasant through long, summer days when Julie worked, or pretended to, and her house and all the lazy sunny hours belonged to Celeste and Larry. They were often on the water or in it. They motored precariously, in the secondhand flivver that was Julie's pet and pride, or elegantly, in a borrowed touring car. They played

tennis and croquet. Celeste looked more like a little girl than ever, with her mallet grasped in both hands, after a queer but effective fashion of her own. She would not play golf because it made her nose too red. Larry read to her in Julie's little hedged, formal garden, while she listened wide-eyed, or curled up like a sleepy kitten in the sun. Larry did not care which she did. She was very lovely, with a creamy coat of tan on her cheeks, and a new shyness in her eyes.

But sometimes the dream was not so pleasant. Julie's famous week-end parties would invade the quiet of their house- and let Larry and Celeste along for an engaged pair, not to be flirted with. For hours, then for days at a time, Larry would be horribly restless, and tires of the flat, smug water and low-lying shore, and he would run away from them, and try to paint all day in town in his studio, where he found no relief, for just now he could not paint. And at last, Celeste, Celm te Conroy, Larry's Pierrette, became absorbed in a trousseau.

Celeste, who had laughed at trousseaus and wedding dresses, and begged Larry to be married in a rented Pierrot costume in honor of the past, borrowed a blouse pattern on a rainy morning,and the thing was done. Her trousseau absorbed her, first upon rainy days, and then every day and all day. Seamstresses stitched in the big guest-room, where Larry caught glimpses of ruffled things in white, straight piles. Celeste and Julis motored into town and shopped without him at model shops and summer sales. And the trousseau was changing Celeste.

Celeste was consenting, one by one, to things that go with a trousseau; engraved announcements, a wedding reception, wedding cake, a church wedding. A wedding in the hot little church, in the hot little town near Julie's, and presided over by a fat, pink

rector with a lisp, and pudgy hands.

"Do you want a double ring ceremony?" Larry inquired sarcastically.

"No," said Celeste," only one ring. How can there be two wedding rings when You're married only once, for better, for worse, and forever? But Larry--

Celeste gazed shyly at her small, ringless hand, very white and cared for now. Celeste wanted an engagement ring. Larry bought her one: little diamonds set in platinum, picked up at a pawnshop, but marked inside: "For better, for worse, and forever." He meant this sentimental marking to make Celeste laugh, but she did not laugh. She said "How sweet!" and kissed him. And still Larry did not wake up.

The dream stayed true, and it was no longer pleasant or unpleasant; it was preposterous now; a mad nightmare of a dream, and it passed with the nightmare speed of dreams. It was August, then middle August, then late August. And then one day Larry waked up and looked at the calendar on his charmingly appointed writing table, and it was the twenty-ninth of August; and on the thirtieth of August he was to marry Celeste. Tomorrow! It was when he saw that date on the calendar that Larry waked from his dream and made up his mind what to do.

But it was not time to do it yet. All day Larry was the pattern of prospective bridegrooms. And it was a long, hot, trying day. Even Julie could not make a big wedding in the suburbs go smoothly. First the rector came down with the measles, and Larry had to rehearse the ceremony with a badly scared curate, and a pale, unfamiliar-looking Celeste, who confided to him that her head ached, and she was going back to bed. She did, and Larry spent the rest of the morning helping Sims to tie up boxes of home-

-made wedding cake.

In the afternoon Celeste was still invisible, and Julie nursed her, and packed, and all the afternoon Larry helped people. He helped the local florist to put up an arch in the church, and showed him what to do when the supports fell down. He helped a small, scared boy to repair the blow-pipes of the organ that was to play the Lohengrin wedding march. He helped Sims to arrange flowers in the long drawing-room; roses, shading from palest pink to deep, burning red, just the flowers for Celeste. He did little errands and big. He helped and helped and helped.

In the late afternoon, when he could find nobody else to help, he sat in Celeste's big chair in the formal garden, where he and Celeste had watched so many sunsets, to watch one more. And there, for a few upsetting minutes that almost brought back his dream again, a white vision appeared to him a trailing robed, softly veiled, shy-eyed vision that was Celeste: Celeste in her wedding gown.

"It's bad luck," she whispered, "for you to see it now, but I did want you to see it once. Say goodby, Larry, for I'm going upstairs again , and then you won't see me until- until- Oh, am I sweet? I want to look sweet to you."

"You do," Larry said, and felt the shy little ghost of a kiss on his hair as Celeste slipped behind his chair, and away.

Nobody gave him tea, but he dined with Julie on the narrow, old-fashioned piazza by starlight and candlelight, and afterward sat with her there in friendly silence, and Julie tried to hold his hand, and he let her. He also let her kiss him good-night.

"I shan't have you called in the morning till eight," she said. "Try to sleep. Are you happy, my dear?"

"Happier than I have been for two months," said Larry, and he was. And up in the attic room where he had tossed for so many worried and wakeful hours, Larry slept as he had not slept for two months; as few young men, even with clearer consciences than Larry's, have slept on the night before their wedding day.

Larry slept well, but He did not sleep late. The sun rose red that day, promising heat, and by eight o'clock, when Sims was arranging the breakfast trays, it was blazing hot, and an accusing finger of sunlight was pointing straight through the gable window, into the bridegroom's empty bed. Hours before Larry had dressed by candlelight, in clothes put out the night before; a tweed lounge suit, to be explicit, which he had promised Julie to throw away; a disreputable cap and tie, and a negligee shirt. Then Larry stole downstairs, across a squeaky hall floor, and out through a door that slammed when it closed.

His escape was well planned. The earliest train left at seven fifty-five. It was now not five. Julie's flivver was convenient, but might break down. Larry ran cautiously across back lots to the garage of the generous neighbor with the elegant touring car, opened the door with his knife, and devoted all his knowledge of that car to getting it silently and quickly out and away.

At five he had accomplished this. At six, a good half-way to town, he felt safe, and halted the car, and ate a pocketful of sandwiches meant to be part of his wedding breakfast. A small boy with a pail of milk sold him a tin cup full, and the milk and the sandwiches were good, and before Larry, gold in the rising sun, picturesque and, better still, unonstructed, lay the road to town. He was free.

Larry's plan was a simple one, like all masterly plans. He was going back to his studio. He would not answer his telephone. He would not open his door. He would live on canned food and condensed milk, if necessary, until all danger of invasion ended, but he would stay there. He was not going to marry Celeste.

Larry made good time, settling into the pace that was best for him and the car. Just at eight he brought it neatly down past the Ever, where they were putting out the red striped awnings for the day, and into the Square, and home. The Square looked very green and still and newly born that morning, but to Larry's eyes, fresh from the spruceness of Julie's surroundings, his front door showed a new but pressing need for paint. He was sorry to leave his old friend, the car, in the street to take care of itself, but this had to be. He picked his cautiously but eagerly upstairs, past the milk bottles, morning papers and garbage pails of sleeping tenants, to his own door, opened it, went in, shut and locked it behind him, and was safe at last.

The thick velour curtains were drawn, and fresh air from a window that he did not remember leaving open greeted him pleasantly as he pushed the curtains back. He had kept the curtains to temper the light in painting, but boxed and stored his rugs and cushions and draperies for the summer, all but one tiger-skin, that was too clumsy to pack and too worn to be worth it. Even the mattress was packed. He would have to sleep on the couch springs, but he was safe.

"Thank God," said Larry, and took a long look at the place that meant safety and home. It was all there, his beloved mahogany, with dust on it; the bare springs of the couch, the four bare walls that were his, and were, besides, stained a very agreeable shade of

green; all he had looked for, and something more; something that lay on the tiger-skin, beside the dismantled couch; something that Larry, coming cautiously near, looked down at in unbelieving surprise; but it was really there.

On the rug, covered with his old ulster, left in the studio for emergencies, but not for such an emergency as this, a girl lay sleeping. She lay face down, there. All he could see was a tangle of blue-black hair and a glimpse of warm, white throat, and an arm that curled round the head of the tiger, which had a plaster of Paris foundation and was unsympathetic and hard, but the girl was Celeste.

Celeste, and she stirred as he looked, turned, waked, and her eyes fluttered open and looked at him, all misty and vague with sleep.

"I'm cold," said Celeste, still half asleep, " and I'm hungry. Larry!" She rubbed her eyes then, and sat up and stared at him, pushed the ulster away and got stiffly up, and stood and faced him, sleepy-eyed still, but awake and defiant now.

"Larry, I won't go back," she said.

Larry picked up the ulster and folded it. "That thing," he said,"is only one-third wool. You might have caught cold. How long have you been here ?"

"All night. There wasn't any early train this morning, so I locked my door last night and climbed out of my window- by the pergola roof, and the apple tree; it was easy- and caught the nine o'clock train into town and came straight here. I picked the lock with a hairpin. I didn't dare go to my place. Julie will look for me there. And I took off your horrid ring, and I'll never marry you Larry. I did try. That's why I worked so over that silly trousseau. I don't want any trousseau. I don't want

to be married. I want to stay happy and young. I did love you, Larry; I do. But I - won't- go- back. Are you angry, Larry?

"No" said Larry absehtly, and continued to stare at Celeste.

For this was Celeste, Larry's own Celeste; more hiw own than ever before. The strange girl who bought trousseaus and marked napkins and pricked her fingers was gone, and h re was Celeste again, with all of Pierrette's wilful charm, that mocked and held him; Pierrette, and there was a new name, too, that he wanted to call Celeste, because no other name was beautiful enough. Larry could not find it yet, but he groped for it.

"You are afraid," Larry said, "afraid, and I am. Then you and I are alike, and meant for each other. Oh, darling-" Larry did not go on. He could not, because his heart filled with a sudden tenderness that made speech hard; wonderfully, all in a minute, the ice that had been forming for months in Larry's heart was breaking; breaking because of the fear that he saw in Celeste's eyes, the fear that was the mate to his own.

Are you frightened, too? " Celeste cried. "And hiding, too? Oh, then we're safe. We don't have to be married if we don't either of us want to. We'll stay here all day and have a party together, just you and I."

"Just you and I," Larry said,"for better, for worse, and forever. Where's your ring? Put it on, Celeste."

"Here. But nobody can ever make me marry you,Larry."

"Somebody can," Larry said.

"Who?"

"I can," said Larry, meeting her eyes with his.

"Yes- yes, you can," breathed Celeste.

"Darling," Larry said gently, "the telephone's clicking. It's trying to ring. You know, this will be Julie. You needn't speak to her. I will. We can just make the first morning train back, and get there before the guests do."

"Yes," said Celeste.

The telephone rang again on Larry's improvised table desk, and this time the sound was sharp and clear, as clear as the sunbeam that had looked for Larry in his empty bed that morning. With Celeste's hand tight in his, proudly and with his head high, as Julie had directed him once to approach the holy state of matrimony, Larry went to the desk and picked up the telephone.

And just as his hand touched it the name that his mind had been groping for came to Larry, the new and perfect name to call Celeste. Larry stumbled over it as children stumble over new words, for this word came to him as if it were newly coined. It was a beautiful word, as clean and fresh as the perfume of garden roses.

"My- wife! Celeste, darling you're my wife," Larry said.

Mr. Jones' notes, Saturday,
Feb. 28, 1920.

PARADISE ALLEY.

Follow script to page 18. Instead of separating hero and heroine, they should become engaged here.

We use the idea of the romance to get Larry into the mask ball costume. Larry is apparently poor. He pays Dorothy for a week's posing and gets over that he has about a dime left. He leaves her at this point, and we get over that he is wealthy by going to a bank and drawing more money, and talking to the president of the bank about certain notes that have been collected.

Meanwhile, Rodolpho is telling Dorothy of his proposed trip to the South Sea Islands - tells her hour boat leaves, etc. He leaves and the landlord comes for Larry's rent. Dorothy, believing him poor, pays him out of her earnings.

At the bank, Gerrard, who is trying to borrow money, sees Larry and follows him to his studio in Greenwich Village.

The following morning, in the studio, Larry and Dorothy are on when the chauffeur enters. He tells Larry that Miss Seymour is downstairs waiting and wishes to see him.

(Note: The chauffeur takes the attitude that he is employed by Larry. Larry, trying to keep up the idea that he is poor, tells the chauffeur that he does not know Miss Seymour and he must be mistaken, and tells him to go.)

A little later, the chauffeur comes back and explains

that Miss Seymour does not want to use the car any longer, and asks Larry for further orders. Dorothy whispers to Larry that they may as well use the car and to into the country. She prepares a little lunch, and they are off.

In the country, they stop in the meadow for luncheon. Bull incident.

Gerrard and his sister drive up in front of the studio. He leaves his sister and goes into the studio. He meets Dorothy and inquires for Larry. Dorothy tells him that she is engaged to Larry, and asks if there is anything she can do. Gerrard ridicules the idea and calls in his sister to prove that Larry is engaged to her. Dorothy is humiliated and hurt, and immediately packs up and leaves. A little while later, Larry enters and finds Gerrard and his sister still there.

Gerrard's sister tries to make up to Larry but in kind brotherly fashion he waves her away.

(Flash back and get over that Larry has several times offered the ring to Gerrard's sister, and each time she refused, hoping for a better catch.

This incident closes in the studio with Larry leaving the brother and sister on while he goes in search of Dorothy.

Introduce Rodolpho and Dorothy at the South Sea Island. Get over that the artist went there to paint sunsets, with Dorothy as his model.

Introduce Larry talking to the captain of his yacht, somewhere in the South Seas. While he is on deck, Gerrard's sister nonchalantly walks up to him. As there are others in his party, who immediately assume that Larry and she are engaged, Larry can do nothing but fall into the role. Gerrard also turns up and gets over that he came along as chaperon. (It is understood that the girl is bound to get Larry and his fortune.)

While Rodolpho is painting, Dorothy is spending her time in a bathing suit among the pearl fishers diving for pearls, and succeeds in finding one or two. This causes the emnity of the king-fisher (who is also the shark-fighter and gives an exhibition of shark-fighting for the tourists. (Establish Julie Davenant in the cabin writing a book.)

One of these shark fights is witnessed by Larry and the people aboard his yacht. After this, they drop anchor in the bay and everybody goes ashore. In the course of events, Gerrard and Dorothy meet. He in turn informs his sister, and they start plotting to get rid of the girl. They succeed in getting Larry to leave port. They haul anchor, and the principals stand at the rail and toss coins to the natives, who dive for them. Among these natives is Dorothy, who dives for coins just for the sport of it. She comes up with a dollar in her mouth, and spies Larry at the rail. She is momentarily faint, sinks, and chokes on the dollar. Larry at the rail recognizes her and plunges in head first, clothes and all. They meet under water, but Dorothy turns him down cold and swims for the shore, Larry after her. On the shore he catches up with her. She sinks with exhaustion and he catches her in his arms. Close the incident here for the time being by having someone on the beach tell Larry where

she lives. Larry carries her to the cabin.

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In the Greenwich Village incidents, establish that Dorothy knows how to swim.

The reason why Gerrard is so determined to get rid of the girl is that he is heavily indebted to Larry, and by marriage to his sister she can help meet his indebtedness.

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PARADISE ALLEY.

By Louise Dutton.

Theme:

A story of Bohemia and two free souls, who through love assume the shackels of convention, only to strike them off again, and in forswearing love and each other rediscover their true selves and a broader, happier horizon.

Story:

Larry Cavanagh, although sufficiently well-to-do, is an ideal citizen of Bohemia; for she is intelligent, clever, adventurous, and typically impatient of the restraints of more ordered society. He is a free-lance artist, working and playing with life in New York's insistently quaint Greenwich Village.

As the story opens, he is cooking himself an epicurean if somewhat sketchy supper, and arraying himself in Pierrot costume to regretfully keep a promise ~~xxxxxxxxx~~ that will take him to a fancy-dress ball. To get his costume, he has pawned one of his rugs, but when the costume is on, it seems to be worth the sacrifice. For Larry, tall, slender, strong, graceful, seems to be everything that Pierrot, or a leading Greenwich-Villager (or incidentally a leading man) should be. He strolls blithely forth into the New York night - a night to those who love it, and especially to those of the "Village," full of velvet mystery and charm. He turns towards the place of his engagement, incidentally, passing the mouth of a dark little alley, whose low, ramshackle houses form the farthest-flung outpost of the growing Village.

Suddenly a wild scream of "Murder!" startles all the dark. Adventure leaps, ready-made, to the hand of Pierrot.

An adventure was Larry's meat. He identified the house from which the scream came - a very low house with a lighted Japanese lantern hanging in front of it. As he came up, a man dashed from the door, hastily locked it and plunged past. Larry grabbed for him, but ineffectually. Obviously, the house contained a maiden in distress, and Larry flung himself promptly against the front door, trying to batter it down with his shoulder. The door was flimsy, but it held, and a voice above bade him desist. He looked up and saw a girl in the window, but a short distance above his head.

It developes that she has been locked in and that she has screamed "Murder!" only because she said she would if she were locked in. Obviously, the thing for Larry to do is to get her out, and as she does not want the front door broken in, they compromise by having her jump down the short distance into Larry's arms.

The girl is Celeste Conroy, the best costume-model in the Village, and incidentally a very pattern of pulchritude - in short, a pippin.

Larry has nibbled at love all over the Village, but this seems to be Romance - the genuine article. Pierrot has gone afield and found Pierrette. Pierrette is hungry, but does not wish to be seen in the crowded restaurants of the Village - and also she has an engagement at 9 o'clock. It is necessary that she stay close by her house. Larry finds her a good place on top of a barrel in a dark corner nearby, and although neither of them has any money he goes in search of supper for her, and returns laden with squabs and caviar sandwiches. He has raided the pantry of the house to which he has been invited for the evening, coming in

by stealth and bearing away the supper most suited to Pierrette, - a stolen one.

Supper done, she tries to escape, but Larry intercepts and kisses her. For both of them it has, strangely enough, the effect of a first kiss. Larry lets her go but tells her that she will be there the followigg evening to meet him. And she is. A friendship - and infatuation - starts, which is soon the talk of all the Village. Larry and Celeste are seen everywhere together in public. The drunken poets of the Village weave their names together in the slight and sprightly ballads of the week. The thing developes somehow into an unexpectedly respectable love affair.

Julie Davenant, a pleasant young matron, older than Larry, a friend of both the lovers, and with "only one foot in the Village," makes much of them.

Then one evening, Celeste is tired, and lonely. She asks Larry up to her room, and Larry, with inspired bad taste, kisses her. She resentfully drives him away. All is over.

Larry after an almost sleepless kight goes to tell his troubles to Julie Davenant. He is a forlorn-looking spectacle, for he has spent the night tramping about the city wharves, a gloomy and suicidal region, in the rain.

Julie, at his earnest request, telephones for Celeste, and although Celeste perfectly divines the reason for the call, she comes. She and Larry meet and all difficulties are successfully put aside.

Then, at the invitation of Julie, Larry and Celeste

now openly engaged, become members of a house-party at Julie's big old-fashioned house on Long Island.

There the two Bohemians are daily more rapidly absorbed in the conventional life about them. Their engagement -- sweet enough in itself -- becomes for all that a conventional engagement, with a formal church wedding in prospect, and Celeste almost obliterated in the billowing labors of her trousseau.

Larry on the very eve of the wedding finds that this is more than his untamed Bohemian soul can endure. The Celeste he loved, the girl he fed and kissed on the top of the barrel, has been stolen from him by pre-matrimonial convention. As far as he can see, she has ceased to exist. Marriage with her would be a sham. Larry goes to bed as usual, but at early dawn he steals away from the house and goes back to his old Village studio.

He opens the door and finds Celeste asleep upon his bearskin rug. SHe too had fled, and for precisely the same motives - but she had left some hours before him. At last, without any shadow of mistake, these rebellious lovers have found lasting and soul-satisfying romance.

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PARADISE ALLEY. (CAST)

INTRODUCTION:

FLORIZEL and (LARRY KAVANAUGH)
PERDITA (SYLVIA LENNOX)

POLIXENES
CAMILLO
AUTOLYCUS

(Shakespearian Fantasy.

MAIN CHARACTERS:

LARRY KAVANAUGH
SYLVIA LENNOX
MIMI LA RUE, (model)
HUMPHREY LENNOX (Sylvia's brother)
MRS. HUMPHREY LENNOX
AUNT CYNTHIA LENNOX

INCIDENTAL CHARACTERS:

SPANISH GIRL
HER SPANISH LOVER
GIPSY GIRL
2 GIPSIES (MEN)
GIPSY HAG
(Spanish scene.

SMALL GIPSY CHILD
WOMAN IN PALANQUIN
(Gipsy scene.
(India scene.

SMALL BOY (Larry's model)
FAT ITALIAN WOMAN
CAVE MAN (in costume)

VILLAGER WITH BLACK-RIMMED SPECTACLES (MAN)
" " LONG HAIR "
" (WOMAN)
(Mimi's friends.

POSTMAN
SYLVIA'S LANDLORD
ITALIAN ORGAN-GRINDER
BRUNELLI, NEOPOLITAN TENOR
FAT PORCH CAT
THIN PORCH CAT
SMALL BOY (SUMMER COLONY)
3 WOMEN OF SUMMER COLONY (SCANDAL DISTRIBUTORS)
LENNOX CHAUFFEUR-BUTLER-VALET-MAIDS-SEAMSTRESS, etc.
ART EDITOR
NURSEMAID (SUMMER COLONY)

MISCELLANEOUS:

TAXI DRIVER
EDITOR-IN-CHIEF
GARAGE PROPRIETOR
Pawnbroker
COSTUMER
ART MASTER

MISCELLANEOUS, Continued:

POLICEMEN
ASH COLLECTORS
6 or 7 ASSORTED ITALIAN CHILDREN
WAITERS ("SPOTTED DOG")
(PERSIAN CAT)
(BACK FENCE CATS)

CROWDS, etc.:

ART STUDENTS (Paris cafe scene)
" " (Art school scene - probably the same.)
ART LOVERS (Art gallery scene)
PEDESTRIANS (Fifth Ave., Greenwich Village, etc.)
BAL MASQUE (Liberty Ball)
Caterer, assistants, etc.
GUTTERSNIPES (Outside Liberty Hall)
HOSTESS OF CONCERT AND HIGHBROW GUESTS
FERRY BOAT CROWD
FIFTH AVE. BUS CROWD
MEMBERS OF BEACH SUMMER COLONY

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SETS - PARADISE ALLEY.

1 SCENE FROM WINTER'S TALE -- MEADOW WITH BACKGROUND OF TREES. (FLORIZEL AND PERDITA.) (Exterior)

2 SMALL SIDEWALK CAFE IN PARIS (EXT)

3 ART CLASS ROOM IN PARIS (INT)

4 HOUSE WALL IN SPAIN (EXT)

5 ROADSIDE GIPSY CAMP (EXT)

6 COR. ART GALLERY IN LONDON (INT)

7 STREET CORNER IN INDIA (EXT)

8 LARRY'S STUDIO, GREENWICH VILLAGE (INT)

9 STREET IN GREENWICH VILLAGE - LONG SHOT (EXT.)

10 SYLVIA'S HOUSE IN " " (Ext.)

11 STREET SHOWING LIBERTY HALL, GREENWICH VILLAGE (EXT)

11½ SYLVIA'S ROOM, GREENWICH VILLAGE (INT)

12 LENNOX MANSION, FIFTH AVE. (EXT)

13 6TH AVE. PAWNSHOP (EXT)

14 FIFTH AVE. (LONG SHOT) (EXT)

15 COSTUMER'S SHOP, 6th AVE. (EXT)

16 EXTERIOR LARRY'S HOME, GREENWICH VILLAGE (EXT)

17 STAIR LANDING OUTSIDE SYLVIA'S ROOM. (INT)

18 AN ALLEY WAY - BARREL AGAINST WALL (EXT)

19 BALL ROOM, LIBERTY HALL (INT)

20 ANOTHER COR. OF ART GALLERY IN PARIS (INT.)

21 STATION AT PARIS, N. DAK. (EXT)

22 DINING ROOM, LENNOX MANSION (INT)

23 DINING-ROOM, MIMI'S BOARDING HOUSE (INT)

24 TOP IF FIFTH AVE. BUS. (EXT)

25 GRASSY SPOT OVER RIVER, PALISADES (EXT)

26 "SPOTTED DOG" RESTAURANT, GREENWICH VILLAGE (INT)

27 MAGAZINE OFFICE (INT)

28 BACK YARD FENCE (EXT)

29 FRONT OF HOUSE, NORTH WASHINGTON SQUARE. (EXT)

30 INTERIOR " " " " (INT)

31 LIBRARY, LENNOX MANSION (INT)

32 SYLVIA'S BEDROOM, LENNOX MANSION (INT)

33 FRONT OF ~~ARCHED DOOR~~ Art Store, UPPER FIFTH AVE. (Display Window) (EXT)

34 BENCH, CENTRAL PARK, SHOWING DRIVEWAY (EXT)

35 LARRY'S ROOM IN PARIS (INT)

36 FERRY BOAT (EXT)

37 MIMI'S DRESSING TABLE (CORNER OF ROOM) (INT)

38 INSERT OF RIVER SHOWING N.Y.SKYLINE (EXT)

39 TELEPHONE BOOTH - FERRY HOUSE (INT)

40 INSERT METROPOLITAN TOWER CLOCK - MIDNIGHT - 3 O'CLOCK and 6 O'CLOCK.

41 EXTERIOR LENNOX L.I. SUMMER HOME (EXT)

42 PORCH " " " " (showing driveway) (EXT)

43 LARRY'S BEDROOM, LENNOX SUMMER HOME (INT)

44 GARDEN SCENE, " " " (showing garden seat) (EXT)

45 CAT BOAT ON WATER. (EXT)

46 CASINO PORCH ON BATHING BEACH (EXT)

47 STREET IN L.I.VILLAGE, (showing front of garage and perhaps Post Office) (EXT)

48 BATHING BEACH SHOTS (EXT)

49 ROW OF BATH HOUSES NEAR CASINO (EXT)

50 COR. OF ROOM IN COTTAGE ('PHONE) (INT)

51 " " " " ANOTHER COTTAGE ('PHONE) (INT)

52 " " " " " " " (INT)

53 LIVING ROOM, LENNOX SUMMER HOME (INT)

54 SYLVIA'S BEDROOM, " " " (INT)

55 HALL OUTSIDE LIVING ROOM DOOR, (showing stairs) (INT)

56 SHOT OF ROAD PARALLEL TO R.R.TRACK (EXT)

SETS - PARADISE ALLEY
(EXTERIORS.)

1 SCENE FROM WINTER'S TALE - MEADOW WITH BACKGROUND OF TREES. (FLORIZEL AND PERDITA)

2 SMALL SIDEWALK CAFE IN PARIS

4 HOUSE WALL IN SPAIN

5 ROADSIDE GIPSY CAMP

7 STREET CORNER IN INDIA

9 STREET IN GREENWICH VILLAGE - LONG SHOT.

10 SYLVIA'S HOUSE IN GREENWICH VILLAGE.

11 STREET SHOWING LIBERTY HALL, GREENWICH VILLAGE.

12 LENNOX MANSION, FIFTH AVE.

13 6TH AVE. PAWNSHOP

14 FIFTH AVE.(LONG SHOT)

15 6TH AVE. COSTUMER'S SHOP.

16 LARRY'S HOME, GREENWICH VILLAGE.

18 AN ALLEY WAY - BARREL AGAINST WALL.

21 STATION AT PARIS, N. DAK.

24 TOP OF FIFTH AVE. BUS.

25 GRASSY SPOT OVER RIVER, PALISADES.

28 BACK YARD FENCE (CATS)

29 FRONT OF HOUSE - NO. WASHINGTON SQUARE.

30 FRONT OF ARCHED DOOR, UPPER FIFTH AVE. (ART DISPLAY)

34 BENCH CENTRAL PARK SHOWING DRIVEWAY

35 ferry boat

38 INSERT OF RIVER SHOWING NEW YORK SKYLINE.

41 LENNOX LONG ISLAND SUMMER HOME.

42 PORCH, " " " " (showing driveway)

44 GARDEN SCENE " " " (showing garden seat)

40 INSERT METROPOLITAN TOWER CLOCK - MIDNIGHT - 3 O'CLOCK and 6 O'CLOCK.

45 CAT BOAT ON WATER

46 CASINO PORCH ON BATHING BEACH

47 STREET IN LONG ISLAND VILLAGE (showing front of garage and perhaps Post Office)

48 BATHING BEACH SHOTS

49 ROW OF BATH HOUSES NEAR CASINO

56 SHOT OF ROAD PARALLEL TO R.R.TRACK.

SETS - PARADISE ALLEY
(INTERIORS.)

3 ART CLASSROOM IN PARIS

6. COR. ART GALLERY IN LONDON

8 LARRY'S STUDIO, GREENWICH VILLAGE

11½ SYLVIA'S ROOM, GREENWICH VILLAGE

17 STAIR LANDING OUTSIDE SYLVIA'S ROOM

19 BALL ROOM, LIBERTY HALL

20 ANOTHER COR. OF ART GALLERY IN PARIS

22 DINING ROOM, LENNOX FIFTH AVE. MANSION

23 DINING ROOM, MIMI'S BOARDING HOUSE

26 "SPOTTED DOG" RESTAURANT, GREENWICH VILLAGE

27 MAGAZINE OFFICE.

30 HOUSE, NORTH WASHINGTON SQUARE.

31 LIBRARY, LENNOX MANSION

32 SYLVIA'S BEDROOM, LENNOX MANSION

35 LARRY'S ROOM IN PARIS

37 MIMI'S DRESSING TABLE (CORNER OF ROOM)

39 TELEPHONE BOOTH - FERRY HOUSE.

43 LARRY'S BEDROOM, LENNOX SUMMER HOME

50 COR. OF ROOM IN COTTAGE ('PHONE)

51 " " ANOTHER ROOM IN ANOTHER COTTAGE ('PHONE)

52 " " " " " " " "

53 LIVING ROOM, LENNOX SUMMER HOME

54 SYLVIA'S BEDROOM, " " "

55 HALL OUTSIDE LIVING ROOM DOOR, (showing stairs)

PARADISE ALLEY.

(Continuity.) (B.Hooker.)

Sub-title: THIS IS A LOVE STORY OF BOHEMIA.

Sub-title: NOT BOHEMIA OF THE GEOGRAPHIES, BUT THAT OTHER BOHEMIA OF STUDIOS AND GARRETS AND MASQUERADES, OF YOUTH AND ART, OF CARELESS TEARS AND LAUGHTER, OF LITTLE LOVES THAT DANGER AND DELIGHT MAKE SUDDENLY REAL.

Sub-title: ITS BOUNDARIES ARE AS VAGUE AS THE BOUNDARIES OF FAIRYLAND -- SHAKESPEARE CALLED IT "A DESERT COUNTRY BY THE SEA."

Scene 1-Set 1 (Scene from A Winter's Tale, Act IV, Scene IV.) Meadow, with background of green trees in front of shepherd's hut; springtime and flowers everywhere.

IRIS IN. Florizel and Perdita dancing. Polixenes and Camillo watch from one side, whispering behind their hands. On the other side, Autolycus with his pedler's pack, with a broad grin on his face. The shepherds grouped around. The dance ends in a kiss. IRIS OUT.

Sub-title: BUT WHEREVER DREAMS DARE TO COME TRUE AND SPRINGTIME AND ROMANCE LAUGH AT SOLEMN WAYS AND SOBER FACES, BOHEMIA IS THERE.

Sub-title: ITS HOME IS - OR WAS - THE OLD LATIN QUARTER IN PARIS.

" 2 " 2 Small side-walk cafe in Paris, on the left bank, showing one or two tables with girls and art students

sitting around, having a rather wild good time. (Shot shows a little distance up the street.) Larry comes along the street, into the picture.

Sub-title: MR. GILES REGINALD ST. LAURENCE KAVANAUGH -

(CLOSE-UP)

" 3 " 2 Larry walking along the street stops an instant as he notices the students. A very young man, very much dressed up for a Paris Sunday-afternoon of fifteen years ago - afternoon coat, high hat, gloves, stick, etc. His face lights up with wholly boyish fun as he sees his friends.

Sub-title: OTHERWISE -

" 4 " 2 (Back to cafe scene.) Larry arrives, greets crowd uproariously, jams his high hat over the eyes of one of the men, hands stick and gloves to one of the girls, sits down, throws himself back, opens his coat, orders a drink, and becomes very much the life of the party.

Sub-title: - LARRY KAVANAUGH, BOHEMIAN.

(CLOSE-UP LARRY'S TABLE.)

" 5 " 2

Sub-title: WHERE LARRY BEGAN HIS EDUCATION.

" 6 " 3 (Paris - art class - bare-walled room with high north light. Students sitting about with easels and drawing-boards, drawing from model, who poses on throne at end of room.) The model is a young, pretty girl of about Larry's age, very French and very much Latin-Quarter type. Her pose is that of a Greek vase procession figure, holding aloft a garland of roses.

The Master, an older man with a pointed beard, walks about among the students criticising their work, stops a moment at Larry's easel and indicates that Larry is doing well. The class breaks up. Larry goes over and speaks to the model as she steps down from the throne. There is a suggestion of intimacy, or at least of more than mere acquaintance. She makes eyes at him and gives him a rose from her garland. The moment his back is turned, she repeats the same business with another student, a somewhat older man, hard-faced, with a coarse man-of-the-world air. IRIS OUT.

Sub-title: BUT THE SPIRIT OF BOHEMIA IS ABROAD IN MANY LANDS - IN SPAIN, WHERE LARRY SANG TOO MANY SERENADES.--

IRIS IN.

" 7 " 4 (Moonlight; house wall with high grated window in a Spanish city.)
Larry comes on with guitar and sings up at the window. A pretty Spanish girl appears behind the bars, interested, pleased, and a little frightened. As she speaks to him, Larry stops singing. Angry Spaniard sneaks into the scene behind Larry and is about to stick a knife into him. The girl screams and disappears. Larry turns, smashes his guitar over the man's head, and escapes before the fellow can recover. IRIS OUT.

Sub-title: IN HUNGARY, WHERE LARRY FOLLOWED THE ROMANY TRAIL, A GIPSY AMONG GIPSIES --

" 8 " 5 IRIS IN. (Roadside gipsy camp, with background of trees; gipsy wagon showing.)
Larry sits on a stone sketching a gipsy girl who sits dangling her feet from the rear of the wagon. Horses, unharnessed, are tied at the roadside, and near them two gipsy men are smoking and watching Larry, while the older man tells a story to the younger. An old hag of a woman is cooking over a fire or dry sticks, and keeping a very dirty child from falling into the fire. IRIS OUT.

Sub-title: IN LONDON, WHERE LARRY MADE HIS REPUTATION.

" 9 " 6 IRIS IN. (Corner of Art Gallery during exhibition.) Larry being lionized by assorted women who are admiring his work. A couple of Larry's Paris art-student friends come in; he greets them eagerly and goes out of the scene with them. IRIS OUT.

Sub-title: IN INDIA, WHERE HE HEARD THE EAST A-CALLING --

" 10 " 7 IRIS IN. (Street corner in Indian city.) Larry, in sun-helmet and puttees, talking to a group of British and native officers. A native palanquin is carried by. A woman's hand steals out from behind the curtains and drops a ring as it passes. Larry picks up ring and looks after palanquin. His friends indicate that mixing up with that sort of thing is a good way to get your throat cut. Larry laughs and turns away in the direction the palanquin has gone. IRIS OUT.

- - -

Sub-title: EVEN IN NEW YORK, WHERE LARRY SETTLED DOWN - MORE OR LESS - TO WORK ----

IRIS IN.
" 11 " 8 (Larry's studio in Greenwich Village. A rough, bare, garret room, with a sky-light, suggesting that a careless man lives here alone and does things for himself. Door into hall at one end, window upstage, with couch under it. At the other end, a burlap curtain that looks as if a man sewed it, shutting off the end of the room where Larry sleeps and washes. There is a good Oriental rug on the floor, but the plaster is cracking off the wall, and the table - a cheap unpainted one - is littered with books, papers, dishes, brushes and color-tubes, etc. Tropies of Larry's travels lie about, or hang on the walls; among them a gun, a helmet and canteen, a tennis racket and a set of boxing gloves.) A poster is pinned on the wall, near the table - a Pierot and Columbine wildly dancing, with the words "LIBERTY BALL April 1st" and signed with Larry's monogram in the corner.)

Larry, in a paint-stained smock, with his hair mussed, his sleeves rolled up and his shirt open at the neck, sits at his easel drawing a ragged small boy with a bundle of papers under his arm. (The easel is turned so that we cannot see the drawing.)

Sub-title: GREENWICH VILLAGE - THAT QUAINTEST CORNER OF MANHATTAN --

" 12 " 9 (Long shot down street, with corner, half-way down, leading off to right of camera.)

Sub-title: FULL OF THE OLDEST HOUSES AND THE NEWEST IDEAS.

" 13 " 10 (Shot of street outside Sylvia's house, showing front of house; a low, old, queer-looking brick house, only two or three storeys high, with door of broad painted boards, and old-fashioned green-shuttered windows.)

" 14 " 11 (Another street, showing entrance to Hall where the Liberty Ball is to be held. Several copies of the same poster which we have seen in Larry's studio plastered on the entrance.)

Sub-title: THE SIGNATURE WAS WORTH MONEY, BUT LARRY DIDN'T ALWAYS COLLECT.

" 15 " 8 (Back to Larry's studio.)
Larry signs drawing, gets up, stretches, calls it a day. He has to hunt through several pockets to get together change enough to pay the boy, who goes. Larry looks at his watch, goes to box on window-sill, gets out loaf of bread, half a Camembert cheese -

scoops up some of the cheese on the end of a knife-blade to show that it is ripe enough to run - reaches into the box again, and produces a flask of Chianti, brushes a space clear on the table with his arm, sets the things down and begins to eat his supper.

Sub-title: HER FAMILY LIVED ON FIFTH AVENUE --
BUT SYLVIA LENOX PREFERRED THE VILLAGE,
WHERE SHE COULD DO AS SHE PLEASED.

" 16 " 10 (Flash exterior Sylvia's house in Greenwich Village.)

" 17 " 11½ (Interior same house - small front room on second floor, unconventionally feminine and comfortable. Typewriter on table. Painted wooden seat under window.) Sylvia sits curled up on seat among pillows, sewing on a Columbine costume. She is little, and dainty, and elfish-looking - seems almost too young and too child-like to be a grown-up and independent Greenwich Villager. A Persian cat sits on the window sill, reaches out and knocks a spool of thread to the floor.

(Note: The audience may recognize Larry and Sylvia as the Florizel and Perdita of the Shakespeare scene.)

Sub-title: A COSTUME FOR THE LIBERTY BALL.

" 18 " 11½ Sylvia finishes her Columbine costume, holds it up and admires it, then prepares to put it on. CUT.

" 19 " 8 (Back to Larry's studio.)
Larry looks up at poster and suddenly remembers that today is April 1st - he digs the morning paper out of the heap on the table and verifies the day. He rises hastily, looks at watch, remembers that he has no money, looks down at watch in his hand.

Sub-title: AN HEIRLOOM - THE LAST OF THE KAVANAUGH INHERITANCE.

" 20 " 8 INSERT WATCH - a rather heavy, expensive, hunting-case model, with the Kavanaugh crest engraved on it.

" 21 " 8 (Continuing scene)
Larry puts his watch in his pocket, grabs his hat and goes out.

Sub-title: MR. HUMPHREY LENOX, SYLVIA'S ELDER BROTHER AND VERY MUCH THE HEAD OF THE FAMILY.

" 22 " 12 (Front of the Lenox family mansion, on 5th Avenue opposite Central Park; limousine waiting at curb.)
Lenox comes out of the house, speaks to chauffeur, gets into car and drives away (south). CUT.

" 23 " 13 (Exterior Sixth Avenue pawnshop.)
Larry comes hurriedly along street, goes into pawn shop.

" 24 " 14 (Shot somewhere on 5th Avenue.)
Lennox's car, halted by traffic policeman; get over gestures used by policeman in managing traffic. CUT.

" 25 "15 (Exterior costumers' on 6th Avenue.)
Larry goes into costumers'.
(Note: If pawnshop and costumers can be found close together, this shot might also show Larry coming out of the pawnshop, and going from there to the costumers'.) CUT.

" 26 " 10 (Exterior Sylvia's house in Greenwich Village.)
Lennox drives up, goes into house.

" 27 " 11½ (Sylvia's room.)
Sylvia, dressed as Columbine, primping before a mirror, when Lennox comes in. The brother and sister are good friends, but he is much inclined to be fatherly and domineering. He asks about her costume, which to his conventional eyes appears rather giddy, and she tells him about the ball, calling attention to the copy of the poster. CUT.

" 28 " 8 (Back to Larry's studio.)
Larry comes in with a bundle, which he opens, takes out Pierot costume and starts getting dressed. Before taking off his coat and vest, he instinctively reaches for his watch, and gets pawn ticket out of his pocket instead.

" 29 "11½ (Back to Sylvia's room.)
Lennox says:
Sub-title: "YOU CAN'T GO TO THAT AFFAIR ALONE."

Lennox, pointing to poster, and indicating that he is shocked at the idea. Sylvia laughingly defies him, and he grows angry and begins laying down the law.
In so doing, he contrives to step on the tail of the Persian cat. CUT.

" 30 " 8 (Larry's studio.)
Larry, dressed in Pierot costume, finishes making up his face, puts on cap and goes out.

Sub-title: AND SO OUT INTO THE SPRING NIGHT, SEEKING FOR ADVENTURE.

" 31 " 16 (Street outside Larry's house.)
Larry comes out and strolls away, taking plenty of time. CUT.

" 32 "11½ (Sylvia's room.)
Lennox, angry, Sylvia with the cat in her arms, talking back to him.

Sub-title: "IF YOU MUST GO, I'LL TAKE YOU MYSELF!"

Sylvia says she won't have him; Lennox goes to the door, takes the key out, and goes out, shutting it after him. Sylvia pulls at the handle and stamps her foot. CUT.

" 33 "17 (Stair landing, outside Sylvia's room.)
Lennox locks the door, puts key in his pocket, speaks through the door.

Sub-title: "THERE! I'LL COME BACK FOR YOU ABOUT NINE O'CLOCK."

" 34 "10 (Ext. house)
Lennox leaves house, gets into car and drives away. (CUT.)

" 35 "9 (Long shot of street in Greenwich Village.)
Larry, as Pierot, on - walks up street away from camera. People turn and look at him, but most of the passers-by take no notice. Lennox's car comes out of side street and turns up street towards camera.

A fat Italian woman with a huge pile of kindling wood on her head is trying to cross the street just in front of the car. Larry steps out into the street, and with the air of a traffic policeman holds up the car, beckons the woman to cross, then motions the car to go on. The car has to stop suddenly, because he stands right in its way. Lennox looks out of the window and disapproves of this kind of nonsense.

Larry walks on down the street almost out of the scene; he stops suddenly, turns, and begins to run back. CUT.

" 36 "10 (Exterior Sylvia's house.)
Sylvia yelling out of window.

Sub-title: "HELP! MURDER!"

" 37 " 9 Back to Larry, running to the corner, then around the corner.

" 38 " 10 Back to Sylvia, yelling out of window; Larry runs up, stops, asks what is the matter.

Sub-title: "DON'T GET EXCITED. AND DON'T BE MELODRAMATIC."

Sylvia explaining to Larry - then she gets out of window and sits on the sill, preparing to jump. Larry holds out his arms.

Sub-title: "SHUT YOUR EYES!"

Sylvia jumps, and Larry catches her. As he sets her down, she sweeps him an elaborate curtsey, and he bows. They fall into the parts of Pierot and Columbine, consciously playing at each other, and enjoying it.

As they walk away together, Sylvia is explaining how she came to be locked in. CUT.

" 39 - " 18 (Corner of alley-way leading out to street - barrel (pr covered ash-can).)
Larry and Sylvia come on talking.

Sub-title: " - AND I SAID IF HE DID I'D SCREAM AND HE DID, SO I DID."

The newsboy (Larry's model) passes them, eating a banana all over his face. He removes the banana to grin at Larry, and goes on. Sylvia remembers that she has had no dinner.

Sub-title: "I'M HUNGRY!"

Larry nods; suggests that nothing can be easier than to eat, helps her elaborately up on the barrel.

Sub-title: "DINNER WILL BE SERVED IN FIVE MINUTES."

Larry hurries away.

" 40 " 11 (Street - showing Liberty Hall.)
Larry hurries up and goes into the Hall.

" 41 " 19 (Interior - ball room Liberty Hall - long shot.)
It is too early for the ball, and only a few people are there, mostly not in costume, putting finishing touches on startling Cubist decorations which only partly conceal the dinginess of the big room.
The refreshment table at the far end, where a caterer and his assistants are laying out food.

Larry comes in, hurries down the hall speaking merrily to acquaintances as he passes, and comes to the refreshment table.

" 42 "19 NEAR SHOT of refreshment table. Larry comes to table and proceeds to collect sandwiches, salad, a roasted squab and some ice cream and pack them in a box. The caterer protests, but Larry overrules him; he grabs a champagne bottle out of its ice tub, shoves it under his blouse and disappears.

" 43 " 18 Sylvia waiting on the barrel, looking at wrist watch. Larry comes in and proceeds to elaborately serve the picnic dinner. They are still playing the parts of Pierot and Columbine adrift in an absurd adventure, and enjoying the fact of their being intimate strangers. to each other. As she finishes eating, Larry says:

Sub-title: "CHAMPAGNE?".

He produces the bottle from his blouse, then remembers that he has forgotten to bring glasses. Sylvia laughs and holds out her cupped hands. Larry knocks the neck off the bottle and pours into her hands. She drinks, and then in turn pours for him.

" 44 " 10 (Ext.Sylvia's home.)
Lennox drives up, gets out of car. He is now in evening dress, with silk hat and opera cloak. He enters house.

" 45 " 18 (Back to Sylvia and Larry on barrel in alleyway.)
Larry, still being Pierot, but not unwilling to make Pierot a bit of a lover. Chimes begin to ring nine o'clock; Sylvia calls his attention, thus making him stop and listen, and shows him her wrist-watch, indicating the time. Larry holds out his arms to lift her down. She avoids the embrace by kicking off a slipper, and as he stoops to recover it she jumps

to the ground. Larry rises with the slipper, understands her device and proceeds to get even. He hands her the slipper. She stands on one foot to put it on, resting her hand on his shoulder, and Larry promptly takes her in his arms and kisses her, - entirely without passion or excitement. They are just two reckless young things having a lot of fun. He lets her go at once, and they both laugh and start off together.

" 46 "11½ (Sylvia's room.)
Lennox comes on, astonished to find nobody there, notices window open, hesitates. The cat wakes up and yawns at him. He goes out impatiently, slamming the door.

" 47 "11 (Exterior Liberty Hall.)
Masqueraders arriving, in costume. Larry and Sylvia arrive and go in together.

" 48 " 19 (Long shot - interior ball room.)
The Liberty Ball in full swing - Villagers in every costume imaginable - and some unimaginable - dancing wildly.-- The general effect of a giddy and "don't-care" party; can hardly be too emphatic for the truth. Anything that will get by the censor will get atmosphere.

Larry and Sylvia and dance off into the crowd together.

Also conspicuous among the dancers are a cave-man with a beard, who appears to be quite as wild as the creature he represents, and a rather tall woman in a striking black-and-white costume.

" 49 "11 (Exterior Liberty Hall.)
Lennox drives up and enters the Hall. The group of guttersnipes which by this time has gathered round make fun of his evening clothes and Fifth Avenue air, and he scowls at them.

" 50 "19 (Interior ball rom - long shot.)
Lennox enters, and is at once nearly mobbed by the excited Villagers for appearing at this party in conventional evening dress. Larry pushes through the crowd, takes in the situation, and assumes the role of a burlesque defender - no occasion for all this disturbance.- Why bother the gentleman - perfectly simple to fit him out with a costume. - Might he have the honor of taking the gentleman's hat? Lennox, rather confused, and too dignified to be certain whether or not he is being made fun of, hands his hat to Larry. Larry produces his pocket-knife and calmly slices off the brim; then he cuts a piece out of the crown and makes a mask of it, boring eye-holes. With great politeness he puts the mask on Lennox, helps him into his opera cloak, backwards and inside out, then steps back for applause. Lennox is furious but carries it off with a laugh, because he is afraid of making a fool of himself by showing temper. At this point Sylvia comes up, trying not to laugh, and presents Larry to Lennox.

Sub-title: "LET ME PRESENT PIEROT - MY BROTHER!"

Larry and Sylvia dance off together. Lennox stands around feeling self-conscious. The lady in black-and-white now dancing with the cave-man comes to the front, leaves the cave-man and approaches him.

Sub-title: SHE CALLS HERSELF "MME.MIMI" -
AND GREENWICH VILLAGE ASKS NO QUESTIONS.

She pretends to have met Lennox before, and as she is masked he is not in position to deny it. He dances with her.

Sub-title: "DON'T YOU REMEMBER PARIS?"

Lennox tries to remember; all he can think of is
" 51 " 20 standing around picture galleries.

FADE-IN flash of Lennox looking at the Venus de Milo

and smoking a cigar. FADE.

Sub-title: "PARIS? - Oh YES, THAT'S WHERE THEY HAVE SUCH BAD CIGARS!"

" 52 "19 Mimi decides Lennox is no use, except for a dancing partner.

" 53 "19 Larry and Sylvia at the refreshment table drinking punch. As they move away, Mimi comes up with the cave-man. She notices Larry and looks after him, then turns back and vamps the cave-man.

Sub-title: "Don't you remember Paris?"

The cave-man remembers Paris, N. Dakota.

" 54 "21 FADE-IN as before - railroad station showing sign-board,"PARIS, N.D. - OMAHA _____MI."

" 55 "19 Back to ballroom scene. Cave-man says:

Sub-title: "GOSH, DO YOU COME FROM THERE TOO?"

" 56 " 19 Larry and Sylvia - sitting out a dance in a corner. Cave-man comes up and asks Sylvia to dance; Larry doesn't like the idea, and she consents, ~~xxxxx~~ in order to put Larry in his place. The cave-man and Sylvia dance away. Mimi comes along and sits by Larry. She recognizes him and tries to make him remember her, without unmasking.

Sub-title: "DON'T YOU REMEMBER PARIS?"

Something in her voice takes Larry back to his student days. This woman seems many years older than that girl should be, and yet -

" 57 " 3 FADE-IN on Scene 6.- the model gives Larry a rose from her garland. FADE.

" 58 "19 Larry speaks to her eagerly; she raises her mask, and we recognize Larry's old friend, the model, at the instant when he himself recognizes her.

Sub-title: "MIMI LA RUE!"

She smiles at him and pats his hand and is almost too glad to see him again.

" 59 "19 Sylvia dancing with the cave-man. He is getting rather too wild, even for that character. Larry takes notice - gets up and goes over to them, and takes Sylvia away. The cave-man is inclined to be sore about it. Lennox comes up, and wants to take her home. The party is getting too wild, and she is getting a little frightened, so she agrees - says goodbye to Larry, and goes out with Lennox. Larry stands looking after her, oblivious for the moment of everything else. Mimi comes up behind him and touches his arm. IRIS OUT.

" 60 "22 Sub-title: WHAT FIFTH AVENUE THOUGHT OF PIEROT.

(Corner of dining-room in the Lennox house on Fifth Avenue, uncomfortably expensive, but conservative, and in somewhat old-fashioned good taste.)Heavy family silver, etc. Butler.)
Lennox breakfasting with his wife and Aunt Cynthia. Mrs. Lennox is fattish, fussy and otherwise entirely the society woman with no other interest in life. Aunt Cynthia is old, angular, severe, a critic of other people's social aspirations. Lennox is telling the ladies about the outrageous affair last night, with particular stress on the wild behavior of Larry. They are properly shocked at the idea of Sylvia finding amusement in such a life, and knowing such persons.

Sub-title: AND WHAT GREENWICH HEARD ABOUT COLUMBINE.

" 61 "23 (Dining room corner in cheap and dirty third-class boarding house in the outskirts of Greenwich Village.)
MME. MIMI in slovenly wrapper, with her hair up in kids, under a flowery boudoir cap, smoking a cigarette over her coffee and telling two or three friends of the greasy and foreign type of Greenwich-Villager what she thinks of the little girl who made such a hit with Larry. Burlesque pantomime of Sylvia's looks and gestures. (If necessary, cut back to ballroom scene.)

Sub-title: BUT LARRY AND SYLVIA DIDN'T CARE.

" 62 "24 Larry and Sylvia on top of Fifth Avenue bus, on Riverside Drive.

Sub-title: "THE WHITE MOTH TO THE CLOSING VINE,
THE BEE TO THE OPEN CLOVER - "

" 63 "25 (A grassy spot on the top of the Palisades, looking out over the river.)

Larry and Sylvia sitting on the edge of the cliff talking earnestly. Larry has been sketching, but finds his companion more interesting than his work.

Sub-title: "- AND THE GIPSY BLOOD TO THE GIPSY BLOOD EVER THE WILD WORLD OVER."

" 64 "11½ (Sylvia's room.)
Sylvia on window seat with a guitar singing one of her own songs to Larry, who sits at the floor at her feet. She finishes, he looks up, nods and smiles, approving the song, and looks away into a revery. She looks down at him, puts down a hand as if to stroke his hair, then draws back, a little frightened.

Sub-title: THEY WERE SO MUCH TOGETHER THAT EVEN THE VILLAGE TOOK NOTICE.

" 65" 26 (Int. "The Spotted Dog" - restaurant, a basement place of extreme Greenwich Village type. - like "Polly's" or "The Mad Hatter.")
Villagers dining - the same people we have already seen at the ball. Larry and Sylvia come in, sit down at a table, greeting acquaintances. The Villagess glance sideways and whisper about them.

Sub-title: ACCORDING TO THE CUSTOM OF THE VILLAGE, THEY ALWAYS WENT "DUTCH."

" 66 "26 Larry and Sylvia finishing dinner and paying separate checks. (Get over that they do this as a matter of course.) They sit on, Larry telling tales about his past adventures.

" 67 (Cut-back to SCENE 7.

" 68 "26 Sylvia excitedly and romantically interested.

" 69 "26 Mme. Mimi comes in, alone, carefully and daringly dressed, with a great deal of manner. Stops to speak to Larry and meets Sylvia, to whom she condescends; then goes on and sits at another table, with friends. Larry and Sylvia forget her immediately and drop back into their talk; Mimi watches them sidewise.

Sub-title: OF COURSE LARRY HAD TO WORK SOMETIMES.

" 70 " (Int. Magazine Office - corner showing Art Editor's desk - walls of office partition - original drawings and cover designs hanging on wall. Identify the magazine by name.) Art Editor sitting at desk, answers 'phone; Larry comes in with bundle of drawings. The two men are evidently good friends, as well as business connections. Editor barely glances at drawings, indicating that their acceptance is a matter of course, lays them aside and asks Larry to do a special cover for a future number, indicating the kind of thing he wants by referring to Larry's Liberty Ball poster, of which he has a copy.

" 71"11½ (Sylvia's room.)
Sylvia writing; she finishes manuscript and starts to copy it on typewriter. Insert of part of manuscript - the closing lines of a poem.

" 72 "8 (Larry's Studio.)
Larry painting Mimi, who poses in her Liberty Ball costume, with her mask in her hand. - a roguish and striking pose such as might make a cover design for "Vogue."

Sub-title: NOBODY BOUGHT SYLVIA'S POEMS VERY MUCH, BECAUSE THEY WERE REAL ONES - NOT FREE VERSE.

" 73 "10 (Ext. Sylvia's house.)
Postman comes on, stops in front of house and blows his whistle; Sylvia comes to the window, lets down basket on string; he puts her mail in basket, looks up and speaks, goes on.

" 74 "11½ (Int.Sylvia's room.)
Sylvia pulls up the basket and opens her mail; it is all rejected manuscripts - long envelopes. She opens the first one, takes out enclosure and printed rejection slip, looks disappointed but not surprised.

" 75 " " (INSERT OF REJECTION SLIP.)

-- rejection of course does not imply
any lack of merit. We thank you, however, for

" 76 " " Sylvia opens more envelopes, and finds the same slip in each, throws them down, goes and takes from shelf a china cow, in which she keeps her money; takes its head off and looks inside. She pulls out one bill and some change. Replaces the money in the cow, then determinedly puts the manuscript she has just finished in an envelope and addresses it.

Sub-title: - EVEN IN BOHEMIA, THERE ARE LANDLORDS.

" 77 "10 (Ext. Sylvia's house.)
Landlord comes out of house next door to Sylvia's, putting money in his pocket and making memorandum in note book. He is the burly, aggressive type of Jew.

Sc. Set SUGGESTED ALTERATION TO STRENGTHEN MENACE IN FIRST HALF OF STORY.

IN SCENE 71. Photograph of Larry on Sylvia's desk, with inscription "Pierot to Columbine" signed with Larry's monogram.

AFTER SCENE 72:

72a "37 Mimi's dressing table:
Mimi, very demurely dressed for her, putting on hat; picks up copy of theSocial Register from dressing table and opens to page which is turned down verifying address. The page shows:

INSERT: Address of Lennox mentioned on Fifth Avenue, and names of all the family, including Sylvia.

72b "12 Exterior Lennox mansion.
Mimi looking at numbers of houses finds the right one, goes to door, rings bell, enters.

AFTER SCENE 76:

76a "31 Library, Lennox mansion, Fifth Ave:
Mimi, with apologies for her interference, finishes telling Lennox and his wife that Sylvia is making even Greenwich Village talk about her by being constantly in the company of a notorious man.

Sub-title: "SHE IS SUCH A SWEET CHILD. AND LARRY KAVANAUGH -- REALLY!"

Mimi takes her leave. Mr. and Mrs. Lennox look at each other. They always knew that Sylvia's way of living would result in something like this.

SCENE 80:

Change action so that instead of Mr.and Mrs. Lennox merely disapproving of Sylvia's Bohemian life in general, they are now definitely lecturing her about compromising herself with Larry. This starts with Mrs. Lennox finding Larry's photo on Sylvia's desk. The scene becomes almost a quarrel - not quite, because Sylvia refuses to be angry, and merely laughs at their warning.

SCENE 106: Note that the above gives additional motive for the indignant behavior of the Lennoxes on recognizing Sylvia with Larry.

He wears his hat on the back of his head, and half a cigar between his teeth. He goes into Sylvia's house.

" 78 "11½ (Int. Sylvia's room.)
Landlord enters to collect rent, still with his hat on and with the cigar where it was before. Sylvia goes through her purse and looks in the cow again, but cannot get together enough money.

Sub-title: "I'LL HAVE IT FOR YOU TOMORROW."

The landlord is rather ugly about it, but agrees to come back in the morning. ~~He goes out.~~ He goes out.

" 79 "10 (Ext. Sylvia's house.)
Landlord coming out. Lennox and his wife drive up in their car and go in; landlord takes notice. Mr. and Mrs. Lennox enter house.

" 80 "11½ (Int. Sylvia's room.)
Sylvia taking jewel case out of drawer. She hears knock and replaces it hastily. Lennox and his wife come in. Lennox hears about the rejected poem, reads one of them, and is amused and patronizing, while Mrs. Lennox lorgnettes around at Sylvia's environment. (Get over that Sylvia is on perfectly good terms with her family; she simply chooses to live in her own way, which is not theirs.) Mrs. Lennox says:

Sub-title: "WHY DON'T YOU COME HOME, INSTEAD OF LIVING IN THIS ABSURD WAY?"

Sylvia laughs and shakes her head; Lennox suggests that

of course she can have all the money she wants, but Sylvia refuses. Cut.

" 81 "13 (Ext.6th Ave. Pawn Shop.)
Larry comes out of pawn shop, stops, looks at his watch, walks on.

" 82 "11½ (Int. Sylvia's room.)
The Lennoxes are just leaving. The moment they have gone, Sylvia again takes out the jewel case, which contains several pawn tickets and a necklace. She puts the necklace in her bag and starts putting on her hat and coat.

"83 "9 (Long shot of street, Greenwich Village.)
Larry, on his way to Sylvia's. She comes around the corner and meets him. He asks her to dinner.

Sub-title: "I CAN'T TONIGHT - SORRY."

He persists, but she refuses and goes on. Larry looks after her, hesitates, then makes up his mind and turns into one of the houses on the street.

" 84 "13 (Ext. pawn shop.)
Sylvia goes into pawn shop.

" 85 "11½ (Sylvia's room.)
Sylvia comes in, takes money from bag and puts it in the china cow; she sits on the window seat with the cat

in her arms and looks tired and blue; looks out of the window and sees --

(Ext. Sylvia's house.)

"86 "10 Larry walking by with Mimi .

" 87 "11½ (Sylvia's room.)
Sylvia gets a bottle of milk off the window-sill, and out of a package which she has brought in with her takes a box of crackers and a dill pickle; she sits on the window seat and eats.

" 88 "26 (Int. Spotted Dog.)
Larry dining with Mimi. She is making the most of her opportunity, and Larry seems interested.

" 89 "11½ (Sylvia's room.)
Sylvia trying to read - gets bored, puts down book and starts to go to bed early. We notice that she does her reading by an oil lamp, the only light in the room.

Sub-title: LATER IN THE EVENING.

" 90 "9 (Long shot street, Greenwich Village.)
Several hours later, Larry parts with Mimi in front of the house where we saw him stop for her earlier in the evening. She tries, unsuccessfully, to get him to come in. Mimi goes into the house. Larry walks on.
He is not yet ready to go home and go to bed and is on the look-out for something to do.

" 91 " Picturesque Italian playing hand-organ on the corner. Larry stops and speaks to him in Italian. The man's face lights up to the sound of his own language.

Larry says:

Sub-title: "COME ALONG, TARZAN!"

They turn the corner together.

" 92 " 10 (Ext. Sylvia's house.)
Larry comes on with the organ-grinder; they stop under Sylvia's window. The Italian plays the organ, Larry sings.

" 93 " 11½ (Sylvia's room.)
The room is dark, except for the light coming in at the window, so that only a shadow suggestsswhere Sylvia is in bed, asleep. On the window sill, the cat wakes, stretches, and meows. Sylvia moves.

" 94 "10 (Ext. Sylvia's house.)
Sylvia appears at the window, laughs, waves her hand, speaks:

Sub-title: "GRAND! I'LL BE RIGHT DOWN!"

" 95 "11½ (Sylvia's room.)
The lamp is now lighted. Sylvia has just finished dressing hastily, twists a shawl around her waist and shoulders, ties a silk handkerchief around her head, Italian fashion, takes a tamborine from the wall, and runs out.

" 96 "10 (Ext. Sylvia's house.)
Sylvia comes out and joins the serenaders. Larry takes the organ from the Italian, under protest, hangs it over his own shoulder, and he and Sylvia start off. The Italian follows, making up his mind that these Americans are insane.

Sub-title: TROUBADORS OF THE BACK FENCE.

" 97 "28 (Top of fence between back yards.)
Cats yowling;

" 98 "16 (Ext. Larry's house - street.)
Larry and Sylvia come on and stop in front of the house, play the organ and sing. The Italian woman whom ye saw in scene 35 comes on with six or seven children of assorted sizes; they gather about the organ and dance while she looks on. The organ-grinder joins her. People in the house (friends of Larry's) leans out of the windows and throw pennies.

" 99 - "28 (Top of fence between back yards.)
More cats. If possible a feline trigngular situation and a cat fight.

"100 "29 (Ext. house, No. Washington Square.) Awning from front door across sidewalk.)
Larry and Sylvia come on with the organ, the Italian organ-grinder still following. Sylvia says:

Sub-title: "THEY'RE HAVING A PARTY - COME ON!"

" 101 "30 (Int. house, Washington Square. Music room on second floor.)
Musical evening party; a few guests of the Diamond Horseshoe type, Mr. and Mrs. Lennox among them. Grand Opera tenor , the guest of the evening, stands by the piano, singing, as the music suggests, a familiar aria.

Sub-title: BRUNELLI, THE FAMOUS NEOPOLITAN TENOR.

" 102 "30 CLOSE-UP of Brunelli singing.

"103 "29 (Ext. Wash. Sq. house.)
Larry and Sylvia serenading.

Sub-title: "O DOLCE NAPOLI! -
O SUOL BEATO! - "

" 104 " 30 (Int. Wash. Sq. house.)
Larry's Neapolitan street song interrupts the aria; Brunelli stops trying to sing; the guests are annoyed. But as soon as Brunelli catches the song they are singing, he smiles broadly, rushes to the window, throws it up and beckons the serenaders to come in.

" 105 " 29 (Ext. Wash. Sq. house.)
Brunelli at the window, beckoning to Larry and Sylvia. Larry says:

Sub-title: "COME ON - I DARE YOU!"

Larry and Sylvia go in - the organ-grinder tries to follow, but is stopped by the footman at the door.

" 106 - "30 (Int. house, Wash. Sq.)
Larry and Sylvia enter the music room. Brunelli comes to meet them, embraces Larry. They talk and gesticulate. Brunelli asks for more Neapolitan songs. The hostess and her guests are partly amused, partly scandalized. But they accept the situation because the celebrity likes it. Lennox recognizes Sylvia, swells up and is about to say something, when his wife interposes.

Sub-title: "DON'T SPEAK TO HER AT ALL! I WON'T HAVE IT!"

Larry and Sylvia about to sing; the rest of the party applaud. Lennox and his wife look straight in front of them, giving no sign of recognizing Sylvia - which she of course observes and enjoys.

" 107 - " 29 (Ext. house - Wash. Sq.)
The Italian, afraid of being separated from his precious organ, fights his way in at the door.

" 108 "30 (Int. house - Wash. Sq.)
Conclusion of the song; the organ-grinder bursts into the room. Larry gravely presents him to Brunelli, and he is awestruck at meeting his famous countryman. He takes the organ and plays while Larry and Sylvia do a dance which repeats in part the "Winter's Tale" scene - SCENE 1. The grouping of the persons also suggests that scene. The organ-grinder taking the part of Autolycus, and Mr. and Mrs. Lennox that of the two courtiers. At the end of the dance, Sylvia passes round a tamborine and takes up a collection. Lennox has a hard time finding anything small enough to give her.

" 109 - # 29 (Ext. house - Wash. Sq.)
Sylvia gives the money to the organ-grinder, who grins lifts his cap and bids them goodnight.

" 110 - #10 (Ext. Sylvia's house.)
Larry laughingly bids goodnight to Sylvia, and she goes into the house.

Sub-title: THE MORNING AFTER.

" 110-11½ (Int. Sylvia's room.)
Sylvia typewriting. The landlord arrives with hat and cigar in evidence, as before. She pays him. The landlord says:

Sub-title: "AFTER THE FIRST OF MAY, TEN DOLLARS MORE!"

Sylvia protests, and the landlord grows angry and begins to bully her.

" 111-"17 (Stair landing outside Sylvia's room.)
Larry comes up the stairs, knocks, pauses to listen, hears voices inside, opens the door and enters.

" 112-"11½ (Int. Sylvia's room.)
The landlord, shouting at Sylvia, turns as Larry enters.

Without any excitement, Larry walks up to him, flips his hat off with one hand, and with the other, plucks his cigar out of his mouth and throws it out of the window. Then he says:

Sub-title: "NOW YOU'RE IN CONDITION TO TALK PROPERLY TO A LADY!"

The landlord, angry but cowed, picks up his hat, dusts it off, then goes out, talking back all the way out of the room. Sylvia is grateful and Larry comforting, but they are both amused, rather than affectionate.

Sub-title: WHEN THE CHINA COW WAS MILKED DRY.

" 113 - "11½ (Sylvia's room.)
Sylvia alone, with the China cow in her hands, shaking it and peering into it. She decides to give it up and go home. She telephones for a taxi and begins packing up her things.

" 114 "10 (Ext. Sylvia's house.)
Postman comes along - whistles.

Sub-title: THE LAST STRAW.

" 115 "11½ (Sylvia's room.)
Sylvia pulls in basket and finds another rejected manuscript Sylvia puts on hat and coat and ties up

in a large, feminine-looking bundle the things that will not go into her suit-case.

" 116 "10 (Ext. Sylvia's house.)
Taxi drives up and blows horn; Sylvia nods out of window, then comes out, with the cat under her arm, and carrying the suit-case, bundle, handbag and the rejected manuscripts. As she gets into the taxi, the manuscript drops on the sidewalk. The taxi drives away. As soon as it is out of sight around the corner, Larry comes on from an opposite direction. He notices the envelope, picks it up and sees that it belongs to Sylvia. He calls up to the window and receiving no answer puts the envelope in his pocket and goes away.

" 117 "12 (Ext. Lennox mansion, Fifth Avenue.)
Taxi drives up, Sylvia gets out with the cat, and goes in. She speaks to the butler as he opens the door, and he comes down the steps, pays the taxi driver and carries in the rest of Sylvia's things.

" 118 "31 (Library, Lennox mansion.)
Aunt Cynthia embroidering. Mrs. Lennox looks out of window, sees Sylvia's arrival. Sylvia comes into the room, is kissed by Mrs. Lennox -the cat is rather in the way - turns to greet her aunt.

Sub-title: "'MORNING, AUNT CYNTHIA! IS THE FATTED CALF READY?"

Sylvia is ratner amused at the idea of coming home to live in luxury because she has no money. Her aunt and sister are nice about it, but cannot help reminding her that they "told her so."

" 119 " 8 (Larry's studio.)
Larry has just finished the painting of Mimi. He wheels it round into the light so that we see the picture. Mimi comes down from the model-throne and joins him. She admires herself and her portrait and is willing to accept any amount of admiration from Larry.

" 120 " A knock at the door prevents her from making the situation romantic. Larry calls "come in" and the Art Editor enters. He beats Larry on the back, and is delighted with the painting. Mimi meets him; but with another man present she is merely the model and has nothing to do but put on her things and go. As soon as she has left, Larry says:

Sub-title: "I'VE GOT ANOTHER IDEA FOR YOU."

He shows the Art Editor Sylvia's poem and indicates the sort of illustrations he wants to make for it. The Art Editor likes the idea and puts the manuscript in his pocket.

Sub-title: THE POOR LITTLE RICH GIRL.

" 121 "32 (Sylvia's bedroom, Lennox mansion.)
Sylvia, bored and still sleepy, breakfasting in bed atteded by a maid.

" 122 "27 (Int. Magazine Office.)
Art Editor at his desk. Expressman delivers Larry's painting of Mimi. Art Editor calls in the Editor-in-Chief (by telephone) and they admire it together. Art Editor gives him Sylvia's poem.

Sub-title: "BY THE WAY, I WISH YOU'D BUY THIS THING. KAVANAUGH WANTS TO ILLUSTRATE IT."

Chief Editor takes the manuscript, barely glances at it, and nods. Evidently buying a poem or so is a matter of very little importance.

" 123 "10 (Ext. Sylvia's house in Greenwich Village.)
Larry comes out of the house and glances up at the window, the shutters of which are closed, wondering how he can find out where Sylvia has gone. The postman comes buy and Larry asks him if Sylvia has left any address. Postman does not know where to send her mail.

" 124 " 31 (Library - Lennox mansion.)
Evening. Lennox reading stock quotations in paper, Mrs. Lennox looking at fashion pictures, Aunt Cynthia embroidering as usual. Sylvia is playing solataire and getting sleepy between cards. The cat lying on the table gets up and yawns.

" 125 "8 (Larry's studio.)
Larry comes in, finds letter from magazine enclosing check for Sylvia's poem.

" 126 " Insert of check drawn to Sylvia Lennox for $50.00.

" 127 " While Larry is wondering what to do with the check ---

" 128 " 16 (Ext. Larry's home.)
Mimi and some of her Greenwich Village friends passing by stop and yell up to Larry.

129
" ~~130~~ "8 (Back to Larry's studio.)
Larry goes to the window, calls down to them to go away, he's busy; then he sits down and frowns over the check.

" 130 FADE-IN SCENE 43. Sylvia sitting on the barrel while Larry feeds her.

" 131 "8 (Back to Larry in studio.)
Larry puts check into envelope and puts it into his pocket.

" 132 " 22 (Dining room, Lennox mansion.)
The family at dinner, all in evening clothes, in an atmosphere of dreary magnificence. As the butler fills Sylvia's glass --

" 133 FADE-IN SCENE 43. Sylvia sitting on the barrel while Larry pours champagne into her cupped hands.

"134 " 22 (Back to Sylvia, in Lennox dining-room.)
Mrs. Lennox speaks to her for the second time, Sylvia comes to and makes pleasant conversation.

" 135 "10 (Ext. Sylvia's house, Greenwich Village. - "For Rent" sign up in window.)
Larry standing looking up at it. Landlord comes out of the house and in answer to Larry's questions indicates that he knows nothing about Sylvia, and cares less. The place will be for rent after the first of May, and he would like very much to rent it to Larry.

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" 136 "33 (Front of Arched Door, upper Fifth Avenue.)
Larry's portrait of Mimi on exhibition in the window. Several people stop to look at it. Sylvia drives up in a car, gets out, and pauses to look at the painting. Two other people come along and stop behind her so that she is hidden. Larry passes, somewhat flattered, but more amused at the attention his work is attracting, goes on out of sight. Sylvia turns away from the window, angry.

Sub-title: " - THAT WOMAN!"

Sylvia goes on into another store.

Sub-title: BECAUSE LARRY WAS LONELY -

" 137 " 34 (Bench in Central Park, showing driveway.)
Larry and Mimi sitting on the bench together. He is thoughtful and she dreamy and vivacious by turns, reminding him of old times in Paris when they were young together.

" 138 " 12 (Exterior Lennox mansion, Fifth Ave.)
Car standing at the curb. Mrs. Lennox and Sylvia, and Aunt Cynthia, come out and start off for a drive.

" 139 " 34 (Back to Larry and Mimi on bench.)
Larry growing more and more interested as Mimi revives old memories.

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" 140 FADE-IN SCENE 6. The last of the students is just going out through the door. Mimi is waiting alone in the classroom. Larry comes up wearing the rose she has given him and speaks to her. She smiles and they go out together. Cut.

" 141 " 35 (Larry's room in Paris.)
A dingy little garret in the Latin Quarter. Larry, with his sleeves rolled up, cooking over a charcoal brazier. Mimi arranging flower-pots at the window. He goes behind her, puts his hands over her eyes and kisses her when she turns. Then they discover that the omelet is burning. FADE.

" 142 "34 (Back to Larry and Mimi on bench.)
Mimi laughs as she finishes her reminiscence, then grows suddenly serious and puts her hand on his.

Sub-title: "AM I SO CHANGED - MON AMI?"

While they are looking at each other, seeing nothing else, the Lennox's car drives by and away out of sight. Sylvia does not see Larry.

Sub-title: OFF TO WORK IN THE OPEN.

" 143 " 16 (Exterior Larry's studio.)
Larry comes out with his sketching things tied up, looks at the time, and walks down the street.

" 144 "26 (Int. "Spotted Dog" restaurant.)
It is late forenoon, and the place is almost deserted. Mimi is sitting alone at a table. Larry comes in, speaks to the waiter, and then stands by Mimi's table, talking to her. He is going away sketching for the afternoon and has no time to stop for lunch. She per-

suades him to sit down.

Sub-title: MEANWHILE --

"145 "22 (Dining room, Lennox mansion.)
Sylvia, lunching all alone, at the big table.

"146 "26 (Back to Larry and Mimi at the "Spotted Dog.")
Mimi and Larry leaning toward each other across the little table, and talking eagerly. She grows intense as she takes his hand in both of hers over the table. The waiter is keeping out of the way. Larry gives Mimi the key to his Studio. As he rises to go, she says:

Sub-title: "WHEN YOU COME BACK - I'LL BE WAITING - "

Larry laughs, picks up his things and goes out. Mimi looks triumphant and hides the key in her bag.

" 147 "24 (Top of Fifth Ave. bus.)
Larry on top of bus. It stops at a corner, and Sylvia gets inside. Neither of them sees the other.

" 148 "36. (Ferry boat.)
Sylvia on the upper deck; another shot shows Larry down below in the crowd about the gate.

" 149 " 25 (Palisades - grassy spot over river.)
Larry trying to work, but too much bothered by his thoughts to make much of it.

" 150 " (Another shot of Palisades.)
Sylvia sitting looking out over the river; she gets drowsy and falls asleep, with her hat over her face to keep off the sun.

" 151 " (Back to Larry.)
Larry gives up the attempt to work, packs up his things and starts to go.

" 152 " 37 (Near shot of Mimi's dressing table.)
Mimi shown in the mirror fixing her and making herself beautiful.

" 153 " 25 (Palisades.)
Larry walks right past Sylvia, without seeing her. Her hat blows off and flies past him. He grabs it and turns to find Sylvia just waking up. They are so delighted to see each other that they fall on each other's necks and then begin talking about a dozen things at once. Larry tells her about the poem.

Sub-title: "SEE WHAT I'VE GOT FOR YOU!"

He reaches in his pocket, and gives her the check, whereupon she is more delighted than ever. They sit down very close together, on the edge of the cliff.

Sub-title: WHILE THE STARS CAME OUT AND THE CITY PUT ON HER JEWELS.

" 154 " 38 Insert of river and New York skyline at night, showing the buiddings outlined by lighted windows.

" 155 "25 (Back to Larry and Sylvia on cliff - twilight.)

" 156 " 29 (Telephone booth - Ferry House.)
Sylvia inside telephoning, while Larry waits outside.

Sub-title: "I'VE SOLD A POEM FOR FIFTY DOLLARS - AND I'M GOING BACK TO THE VILLAGE!"

" 157 " 31 (Library - Lennox Mansion.)
Aunt Cynthia receives Sylvia's telephone message and repeats it to the Lennoxes. And what they all think of that child - !

" 158 " 8 (Larry's studio.)
Mimi lets herself in with Larry's key - shown by the light from the hallway as she opens the door. She turns the light on, closes the door and puts away the key.

"159 "10 (Ext. Sylvia's house - Greenwich Village - moonlight.)
Sylvia and Larry come to the door; she expects him to leave her there, but he follows her in.

" 160 " 11½ (Sylvia's room - Greenwich Village.)
The room is only lit by the moonlight streaming in at the window. Sylvia and Larry have just entered. She lights a match and is about to light the lamp. Larry prevents her.

Sub-title: "SYLVIA, I'VE BEEN GOOD; BUT -
YOU'VE KEPT ME GUESSING LONG ENOUGH."

The two are standing before the window in the moonlight. He holds out his arms to her - she hesitates - and the next moment his arms are around her, and his lips on hers. To Larry, knowing nothing of Sylvia, except as a reckless little Bohemian, a Villager among the Villagers, this is no more than the latest and most beautiful of his adventures. To Sylvia, of course, it is the Great Adventure. She is perfectly incapable of imagining , for herself, any other love than the love that comes once only and that means Marriage. She is on the window seat now, with Larry at her feet, a very happy and triumphant Larry, making love to her with all the romantic artistry that he has learned by taking romance where he has found it all around the world,- perfectly reckless, and perfectly sincere, and more in love with her than he himself has taken the trouble to know. She leans over and kisses his hair. Then gradually she begins to realize the impossibilities that he means, and her happiness changes to horror. She springs up and pushes him violently away.

Sub-title: "I KNEW MEN WERE LIKE THAT - BUT OH,
LARRY - !"

Sylvia has just lighted the lamp and stands by it, angry and miserable, telling Larry to go away and never come back. Larry, amazed and ashamed - for the first time in his life, because according to his own code he has done no wrong - blunders out of the room.

" 161 " 40 INSERT of tower clock, if possible Metropolitan, showing midnight.

" 162 " 33 (Fifth Ave -front of arched door.)
The street is almost deserted. Larry walks by, with head down, as if walking off his troubles. The picture in the window may be noticeable, but Larry walks straight by without glancing at it.

" 163 " 11½ (Sylvia's room.)
Sylvia in a heap on the floor, crying.

" 164 "8 (Larry's studio.)
Mimi sitting in a chair by the table, yawning and drumming on the arm of the chair.

" 165 "40 (Insert of tower clock again - showing 3 o'clock.)

" 166 "34 (Bench in Central Park.)
Larry walking. It is beginning to rain. Larry turns up his collar and walks on.

" 167 "11½ (Sylvia's room.)
Sylvia gets up off floor and throws herself upon window seat.

" 168 "8 (Larry's Studio.)
Mimi asleep in the chair; awakes, looks at her watch, gets angry.

" 169 "40 (Insert of tower clock again - a little after 6.)

" 170 " 9 (Long shot, Greenwich Village street.)
Milk wagon drives by, and two men are dumping an ash can into a cart. Larry comes in sight, in the distance. He stops at Sylvia's corner, then changes his mind and walks on.

"171 "16 (Ext. Larry's studio.)
A policeman standing near the door stops Larry as he is about to enter; recognizes him and lets him go on into the house.

" 172 " 8 (Larry's studio.)
Mimi looking out of the window. Larry comes in, looking sad and disreputable, but knowing exactly what he is going to do. He goes at once to the 'phone, calls a number, then gives the 'phone to Mimi.

Sub-title: " - YOU TALK TO HER - GET HER TO COME OVER HERE - TELL HER - TELL HER ANYTHING!"

Mimi, wondering but willing just then to do anything he says, takes the telephone from him. Larry drops into the chair.

" 173 "11½ (Sylvia's room.)
Sylvia, still awake, hears the 'phone, and drags herself over to it. She looks surprised, then frightened, hangs up the receiver and reaches for her hat.

" 174 "8 (Larry's studio.)
Mimi asking questions. Larry puts her off, not at all refusing to speak to her, but rather as if only half conscious that she is there. Sylvia comes in and looks astonished from one to the other. Larry stands up, very straight and stiff, and faces her.

Sub-title: "I WANT YOU TO MARRY ME."

Sylvia forgets everything but Larry; she is not even curious about the other woman in his room - at least for the moment. She is too busy trying to understand Larry and wondering if she has done him an injustice. Then very quietly she looks up at him and says "Yes!" Larry takes both her hands and holds them, but does not offer to kiss her.

" 175 " Mimi recovers from utter astonishment into an outburst of mocking rage and flounces out of the room, leaving Larry and Sylvia wondering at each other. IRIS OUT.

Sub-title: BUT FIRST, LARRY HAD TO MEET THE FAMILY.

(Evening.)

"176 - "31 (Library, Lennox mansion. The furniture is all done up in summer covers and the chandelier and mirrors protected by mosquito netting. The sepulchral effect thus produced is in keeping with the demeanor of Lennox and his wife and Aunt Cynthia, who are agreeing vigorously with each other that Larry is a disreputable Bohemian and a perfectly impossible person for Sylvia to marry. Cut.

"177 " 12 (Exterior Lennox mansion.) (Evening.)
Taxi drives up. Larry and Sylvia in evening clothes get out and go up the steps.

" 178 " 31 (Back to Library, Lennox mansion.)
Aunt Cynthia hears the taxi, goes to the window, peeps around the corner of the curtain, turns and warns the others to be careful what they are saying. Larry and Sylvia enter into an atmosphere of sudden stillness. Sylvia presents Larry, who behaves like a gentleman and is not embarrassed by clothes or surroundings. He cannot, however, help being very uncomfortable for the family receive him with frozen politeness and put him through a third degree of formal speeches. Sylvia does her best to liven things up but she might as well try to make the monuments in Woodlawn jolly up and have a good time.

Sub-title: AND THEN THEY ALL WENT AWAY TO THE SHORE TOGETHER.

" 179 "41 (Long shot - Lennox's summer home.)
(Long shot from the road showing in the foreground the gateway and well-kept hedge and beyond a stretch of garden and shrubbery the house, higher up, so as to be distinctly seen.)
The limousine, with baggage piled on top turns in at the gate and up the drive. Larry is sitting outside with the driver.

"180 " 42 (Near shot of porch, showing driveway. - A deep low porch, almost ground level with brick floor and high columns, rising to the second story. Directly in front of us are French windows opening into the living room, and the front door is to one side.)
The car drives up. Larry has fallen asleep and has to be awakened. Sylvia, Aunt Cynthia and Mr. and Mrs. Lennox alight from the limousine and they all go into the house. Servants assist with the baggage.

"181 " 43 (Lennox's L.I. home - Larry's bedroom.)
Valet unpacking Larry's things and laying out evening clothes. Larry comes in, very hot and tired, and is far from happy over the prospect. He is not afraid of the valet, having been born to such sorrows, although he has not chosen to live with them. But the thermometer, as we observe when Larry looks at it, stands at 92. The valet indicates that his bath is ready, and Larry heroically unbuttons his collar.

Sub-title: OF COURSE THERE WERE MOMENTS --

" 182 " 44 (Garden scene - Lennox L.I. home.)
(Stone garden seat in semi-circle of high hedge, or among shrubbery.)
Larry in white flannels with his coat off and his collar open talking to Sylvia, both perfectly happy.

Sub-title: BUT --

Maid approaches with Sylvia's hat and parasol and tells them they are wanted at the house.

" 183 "42 (Porch, Lennox L.I.home.)
The family are greeting guests who have just arrived for afternoon tea. Lennox sees Larry's coat and tie lying at the foot of one of the columns and speaks to the butler, who picks them up and as Larry and Sylvia approach helps Larry put them on. Two of the guests are men, who accept Larry as a matter of course at his face value.

There are two or three young women who lionize him because he is going to marry Sylvia, and because Artists are wonderful. There are also -

Sub-title: PORCH CATS.

(Two of them; one fat, and deceitfully genial; the other tall, muscular and lantern-jawed.) Both are elaborately dressed and are about the same age as Aunt Cynthia, who sits with them, a little removed from the others, and tells them interesting things about Larry.

Sub-title: THE MOON NEVER HAD A CHANCE.

" 184 - "44 (Garden scene, with gardenseat.) (Moonlight.) Larry and Sylvia very humanly snuggled up together on a bench. Mrs. Lennox appears with a wrap, which she offers to Sylvia with a remark --

Sub-title: "YOU NEED SOMETHING WARM AROUND YOU."

Larry and Sylvia give it up and follow Mrs. Lennox back to the house.

Sub-title: AND WHEN THEY TOOK TO THE BOATS -

" 185 " 45 (Shot of cat-boat on water.) Larry and Sylvia on cat-boat.

" 186 "46 (Casino-porch on bathing beach - exterior.) Members of the summer colony sitting around. Lennox

looks through pair of binoculars at the boat, then aims a huge megaphone on a stand at them and calls --

Sub-title: "SYLVIA! TIME FOR DINNER!"

"187 "45 (Cat-boat.)
Larry and Sylvia jump and look around; Larry puts the boat about.

Sub-title: BOHEMIA INVADES THE ENEMY'S COUNTRY.

"188 "23 (Dining room - Mimi's boarding house.)
Mimi reads in the paper a society item showing where Larry and Sylvia have gone. She agrees with two or three friends of her own crowd that it would be a great idea to go out there and encounter the two turtle-doves in their new environment.

" 189 "47 (Street in Long Island Village, showing front of garage and perhaps the Post Office, farther along. Several cars drawn up along the curb. Groups of summer visitors waiting for the mail. Among them, we recognize the two porch cats and some of the Lennox's guests.)
Mimi and her Greenwich friends drive up to the garage and get out. - Another woman, a man in black-rimmed spectacles and another man with long wild hair. Mimi herself is dressed in a black and white arrangement calculated to kill at long range. Their appearance creates a sensation which they thoroughly enjoy. Children leave their mothers to stare at them, and husbands look away from their wives. One small boy, in particular, plants himself squarely in front of Mimi with bare legs apart, and backs away slowly as she advances.

"190 "48 (Bathing beach.)
Long shot showing bathers in the water and lying about on the sand, interspersed with groups of carefully dressed people with parasols. Larry and Sylvia in their bathing suits are sitting on the sand in the foreground; and a little farther along we recognize the two Porch Cats under an umbrella.

"191 " 48 (Another shot of beach.)
Mimi and her friends approaching the scene. People notice them as they pass.

"192 " (First shot of beach.)
Mimi and her friends approach, attracting the attention of the Porch Cats. As they come up to Larry and Sylvia, Mimi recognizes him with affected surprise. She speaks to him with an air of great intimacy, and he and Sylvia rise to answer. Mimi takes the key of Larry's studio out of her bag and hands it to him theatrically with a glance towards the Porch Cats:

Sub-title: "I KEEP FORGETTING TO RETURN YOUR KEY.
SO INDISCREET OF ME!"

The two Porch Cats overhear and are delightfully scandalized. These artistic people are so Wicked!

"193 " Larry is taken aback by the scene, and does not know what to say or do. Sylvia keeps up the pretense that it is nothing out of the ordinary and laughingly takes the key from Larry, and ties it up in her handkerchief, saying that she had better take care of it hereafter.
Mimi takes leave of them with an air, and follows her friends.

Sub-title: S C A N D E L !

(The word showing over a pool of still water.
A stone drops into the water, and rings spread and widen to the edge of the picture.)

" 194 "49 (Row of bath-houses near Casino.)
The fat Porch Cat tells a group of friends what she has just seen and heard. As she reaches her climax and they are all holding up their hands in horror, the door of a bath-house just behind them opens and Sylvia walks out, with her nose in the air, and goes away.

" 195 " 46 (Casino porch.)
The thin Porch Cat sits in the midst of her little circle telling them the same story in the same manner.

" 196 " " (Another shot - Casino porch.)
Larry, leaning against the trellised front of the porch, below them, waiting for Sylvia. He cannot help hearing every word. Sylvia comes to him and they walk away together, both worried and trying to hide their worry from each other.

" 197 " 50 (Corner of room in cottage - telephone.)
A woman talking Scandal into the telephone. She is one of the group to whom the thin Porch Cat told the tale.

" 198 "51 (Another corner of room in another cottage - telephone.)
Another woman receiving the message with horror and delight.

" 199 "52 (Corner of room in another cottage - telephone.)
Still another woman comes to the 'phone, picks it up, is about to call a number, then hears the conversation that is going on over the line. She listens in with eagerness. Her face shows that she is hearing the same scandalous story, with feelings of the greatest satisfaction.

"200 "46 (Casino porch.)
The scandal is the one topic of conversation. Knots of people all over the porch are buzzing with it, and glancing askance at Sylvia, who stands alone by the railing at the top of the steps, looking out over the beach and pretending not to know that everybody is talking about her.

" 201 "48 (Long shot of bathing beach.)
The beach is dotted with people, as before, and every little group of them is talking the same scandal. Even out on the water, two women are exclaiming about it as they bob up and down on the ropes. No members of the Lennox family are to be seen, but we recognize most of the people who have already heard the story now busily engaged in spreading it still further.

" 202 " (Another shot of beach.)
Larry and Sylvia walk down the length of the beach through all this. Each knot of people suddenly hushes as they approach and bursts into scandal behind them. Larry and Sylvia are perfectly aware of what is going on and by this time have given up pretending to each other. that nothing is the matter.

" 203 " (Another shot of beach.)
At the end of the beach, a group of small children are digging the sand. As Larry and Sylvia approach, the small boy, whom we already know, runs out in front of them and plants himself there, staring, as he did at Mimi. Larry, trying to be good-natured, asks him what it is all about and gets this answer:-

Sub-title: "MY GRANDMOTHER SAID YOU USED TO HAVE SIX WIVES!"

The nursemaid in charge of the children interferes and takes the boy away.

" 204 " 42 (Porch, Lennox L.I. home.)
The car is standing in front of the door. The butler, the valet and one of the maids are grouped around the chauffeur, while the nursemaid, who has come over for the purpose, tells them the story. Suddenly they stop, the nursemaid runs away, the valet and the other maid dodge into the house, the chauffeur looks straight in front of him, and the butler is very busy straightening out things on the porch. LARRY and SYLVIA walk by, and off into the garden.

" 205 "44 (Garden scene, showing garden seat.)
Sylvia wilts down on the bench, while Larry tries to comfort her, both angry and miserable.

" 206 -- INSERT: Engraved wedding invitation, showing that Larry and Sylvia are to be married at the Lennox summer home in August. FADE.

" 207 "41 (Long shot, Lennox L.I.summer home.) (Night.)
Mimi, recognized as she passes a street lamp, stands by the hedge watching the house. The lights go out downstairs, and more of the upstairs rooms are lighted up. Mimi turns away, and goes on out along the road, out of the scene.
(The extinguishing of the lights on the ground floor showed her that tonight was not her opportunity.)

" 208 "53 (Living room, Lennox L.I. home.)
(Shows French windows opening on porch; a door (or perhaps folding doors) not necessarily visible in the same shot, opens into the hall. The furniture shows that this is a summer home only.)
The maid brings in an absurdly big armful of bandboxes, representing part of Sylvia's trousseau arriving from New York. Sylvia, Mrs. Lennox and Aunt Cynthia proceed to unpack and admire these treasures, among which there is a sufficient proportion of lingerie to make the occasion distinctly feminine. CUT.

" 209 "42 (Porch of summer home.)
Larry comes carelessly along, opens the French window and steps inside. CUT.

" 210 "53 (Living room, Lennox L.I.home.)
Mutual surprise and confusion. Aunt Cynthia hastily conceals the garment which she is holding up to examine. Sylvia and Mrs. Lennox make a dive for Larry and shoo him out of the window.

"211 "42 (Porch of summer home.)
Larry, thus ejected, grins, scratches his head and lights a cigarette. Lennox comes along and is about to enter, but Larry stops him with a warning that the library is no place for a man. Lennox appears quite genial, and is as friendly with Larry as he is capable of being.

"212 "41 (Long shot, Lennox L.I. summer home.)
Another night; the house is dark, except for the light in the library, Mimi watching sees this and enters the grounds.

" 213 "53 (Living room - Lennox L.I.summer home.)
The table is covered with wedding presents and more have just arrived, which Larry is unpacking and showing to Sylvia and Mrs. Lennox. Lennox, standing by, thinks he hears a noise outside, steps to the window and looks out.

" 214 "42 (Porch of summer home.)
Night. Mimi steps into the light from the French window. As Lennox opens the window she dodges back into the shadow.

" 215 "53 (Living room.)
Lennox closes the window, turns back to the others and shakes his head - nothing there.

Sub-title: THE FAMILY WERE THE LAST TO HEAR.

" 216 "44 (Garden scene, showing garden seat.)
The angular Porch Cat, with an air of heroic virtue, tells Mrs. Lennox and Aunt Cynthia the scandal.

" 217 "42 (Porch of summer home.)
Lennox on; Horch Cat comes on with Mrs. Lennox and Aunt Cynthia. She takes her leave, and the moment she is out of sight the two women repeat the story to Lennox. All three are angry and scandalized, and it is just the sort of thing they would expect of a man like Larry.

"218 "53 (Living room, Lennox L.I. summer home. EVENING.)
Larry, gloomily playing bridge with Aunt Cynthia and the Lennoxes; they are making him play in order to keep him away from Sylvia, who sits alone, pretending to read, and looking secretly annoyed, so that Larry finds it hard to keep his attention on the game. The rubber ends, and they rise to say goodnight. Sylvia bids goodnight to Larry in an affectionate way which shows that she is annoyed with the family, and not with him. Lennox hurries her out after the others, detains Larry, and attacks him on the subject of Mimi and the scandal on the beach.

" 219 "41 (Long shot of Lennox L.I. summer home.)
Mimi watching, as before. The lights upstairs go out, leaving only the light from the living room windows.

" 220 "53 (Living room, Lennox summer home.)
Lennox grows distinctly ugly and charges Larry with continuing a dissolute life up to the eve of his marriage. Larry retorts:

Sub-title: "SYLVIA KNOWS - AND THERE'S NOTHING TO EXPLAIN TO ANYONE ELSE!"

Lennox goes to bed angry. Larry sits down, worried.

"221 "42 (Porch of summer home.)
Mimi, among the shadows, peering, watching; she sees that Larry is alone and steals up to the window.

" 222 "53 (Living room, Lennox summer home.)
Mimi taps on the glass; Larry looks up, cannot see what it is out there in the dark, goes to the window and opens it. Mimi slips past him into the room. Before he can turn, and realize who it is, she locks the door into the hall, puts the key in her dress and catches him. Larry asks what she is doing there, and she laughs at him. He makes a movement as if to take the key from her, and she stops him:

Sub-title: "KEEP AWAY - OR I'LL WAKE THE WHOLE HOUSE!"

Larry expostulates, tries to get her to go away. Mimi says:

Sub-title: "YOU MADE ME WAIT ALL NIGHT ONCE - NOW YOU'LL SIT UP WITH ME UNTIL YOUR FRIENDS COME DOWN IN THE MORNING AND FIND US HERE!"

Keeping carefully out of his reach, Mimi lays her wrap on the back of her chair, sits down, takes off her hat, spiking the pins through it as if she were sticking them into Larry, and listens in triumph while Larry tries every way he can think of to get rid of her. He threatens and cajols, and pretends indifference, all to no purpose. Once he starts for the window, meaning to go out and leave her there alone. Instantly she is on her feet, ready to scream. Larry gives up that idea. CUT.

" 223 "54 (Sylvia's bedroom - L.I. summer home.)
Sylvia, asleep, dimly shown in the light from the window.
CUT.

Larry appears to accept the situation. After all, what can a man do with a woman who is determined to compromise him, and has herself no reputation to lose. He affects good humor, tries to get her interested in talk, but she never unbends or relaxes her watchfulness. On the contrary, she enjoys showing that she sees through every attempt to take her off her guard. Larry lights a cigarette and goes over to the fireplace to throw away the match, Mimi watching his every movement. As he stands there, smoking, she herself takes a cigarette from a box on the table, never taking her eyes off Larry. He comes forward to offer her a light. She stops him with a shake of her head and a sneer, rises, goes around back of the chair, and behind the table, so as to get that between them, then leans forward and allows Larry to light her cigarette. He gives a startled glance at the door behind her, hoping to make her turn. Very carefully, she steps back out of his reach, looks and listens, sees that there is nothing there, then shakes her head at Larry and smiles - Oh no, that old trick won't work either! Then, taken off her guard by her own triumph, she steps forward again to get the light from Larry. He holds out the match in one hand, resting the other on Mimi's wrap which lies over the back of the chair. As she puffs the cigarette, he suddenly sweeps the wrap off the chair back and around her head, muffling her up in it, picks her up in his arms and starts towards the window. Mimi kicks and struggles and contrives to upset a small table with a heavy vase on it. CUT.

"223-"55 (Hall outside living room door, showing stairs.)
Sylvia with her hair down, and a wrapper thrown over her night-dress, runs down the stairs and tries to open the library door. She finds it locked, shouts for help.

"224 "5[illegible] (Living room, Lennox summer home.)
Mimi is shaking herself free from the wrap and stands facing Larry, listening to the uproar outside. Her hair has come down in the struggle, and she has kicked off one of her shoes. She stands a moment, panting, then with a defiant glance at Larry she takes the key from her dress and crosses to the door just as Lennox and the butler burst in at the French window. Mimi fits the key into the lock, throws back her head so that her hair falls all over her, and with her right hand deliberately clutches at her left sleeve and tears it half off down the arm. Then she unlocks the door and steps back while Sylvia and the two other women rush in.

"225 " 53 Everything looks as bad as possible for Larry. He has no explanation to give except the incredible truth. The family, without evening paying attention to what he tries to say, jump to the worst conclusion like the good conventional people they are. Sylvia is shocked and astonished, and everyone expects her to do the obvious thing and renounce Larry forever. But Sylvia does not have to understand. Whatever has happened, Larry cannot have done her any wrong. She goes straight over to him, takes his hand, then turns on Mimi and the others and stamps her foot at them like an angry butterfly.

Sub-title: "YOU LEAVE MY LARRY ALONE!"

Sylvia, with her arms around Larry, the Lennoxes scandalized and expostulating; the butler formal, though the heavens fall, helps Mimi on with her wrap.

Sub-title: NEVERTHELESS --

" 226 "44 (Garden scene, showing garden seat.) Sylvia, perfectly miserable over the scandal and the family quarrel and the whole unnatural situation, crying her troubles in Aunt'Cynthia's lap. Aunt Cynthia sympathizes, but cannot resist even this late opportunity for a warning.

Sub-title: "A MAN LIKE THAT HAS NO LOVE - HE ONLY HAS ADVENTURES!"

" 227 "44 (Another shot of garden.) Larry approaching. He sees but does not overhear. As he comes up to them, Sylvia hides her tears and pretends desperately to be perfectly happy. Aunt Cynthia leaves them. Sylvia's obvious pretense sets Larry worrying, and Sylvia sees that he is unhappy.

" 228 "42 (Porch of summer home.) Lennox and his wife telling Larry that after what has happened he ought to release Sylvia from the engagement.

Sub-title: "SHE'LL MARRY YOU TO SAVE HER OWN PRIDE - UNLESS - "

Knowing that Sylvia is secretly unhappy, Larry fears that they may be telling the truth.; that Sylvia is only trying to be brave and keep her word.

Sub-title: THE NIGHT BEFORE THE WEDDING.

"229 "53 (Living room - Lennox L.I.summer home.)
Mrs. Lennox and Aunt Cynthia showing the wedding presents to the newly arrived guests.

" 230 "43 (Larry's bedroom - Lennox summer home.)
Larry alone; worried; makes up his mind; starts writing note to Sylvia, of which we see only enough to know that it is for her; tears it up, starts packing his bag.

"231 "55 (Hall outside living room door - showing stairs.)
Lennox talking to the butler about some guests who have not arrived, and showing time table. Larry comes down stairs and goes into the living room.

"232 "54 (Sylvia's bedroom, Lennox summer home.)
Sylvia standing before a mirror while the maid and a seamstress try on her wedding gown and make sure that everything about it is just right.

"233 "55 (Hall - Lennox summer home.)
Sylvia comes down stairs in her wedding gown and veil, takes the time table from stand at foot of the stairs, hides it, and calls softly to Larry, who comes out of the library. He is surprised at the wedding gown. Sylvia says:

Sub-title: " I KNOW IT'S UNLUCKY - BUT I WANTED YOU TO SEE ME IN IT."

Larry drops on one knee and kisses her hand, not theatrically, but as a natural act of worship because he feels that way. Over his bent head, we can see that Sylvia's eyes are full of tears, but when he looks at them she is smiling.

"234 "54 (Sylvia's bedroom - Lennox summer home.)
The maid takes the wedding finery away. Sylvia in a negligee looks at the time table, gets Larry's key out of her drawer and unties it from the handkerchief, lays a suit of street clothes upon the bed, puts out her light and sits down by the window.

Sub-title: TO SAVE HER FROM HIMSELF.

"235 "53 (Living room - Lennox summer home.)
Lit only by a night light out in the hall, and what moonlight comes in through the windows. Larry, carrying his bag in one hand, and his shoes in the other, steals down stairs and across the room, and out by the French windows.

" 236 " 47 (Street in L.I.village, showing garage.) (Night.)
Larry drives out of garage in a Ford, leans out to speak to the garage people, and drives away.

" 237 " 56 (Shot of road running parallel to R.R.track.)
(Early morning.)
Larry driving along road. A train passes him, going the same direction.

"238 "16 (EXTERIOR LARRY'S STUDIO, NEW YORK.)
Larry drives up in the Ford and goes in.

"239 "8 (INTERIOR LARRY'S STUDIO.)
(The door is slightly open; Sylvia lying on couch covered with a rug and Larry's overcoat, so that we do not at first see who it is.)
Larry comes to the door, finds it open, enters, Sylvia sits up and we recognize her as Larry does. The meeting is an utter surprise to both. Sylvia's first thought is that he has followed her, but he says at once:

Sub-title: "SO YOU RAN AWAY TOO!"

Then she understands why he ran away on the eve of their wedding, - to save her from marrying into a scandal. She wants more than ever to love him, but she still feels that a conventional life is impossible for them, and that everything is all spoiled.

Sub-title: "I DO LOVE YOU, LARRY, BUT IT'S NO USE!
NOBODY CAN MAKE ME MARRY ANYBODY!"

Larry looks at her and laughs.

Sub-title: "I CAN!"

Then he tells her his idea. They embrace, not like lovers but like two delighted children, then hold hands and dance up and down at the thought of what they are going to do.

" 240 "53 (Living room - Long Island summer home.)
Lennox and his wife and the wedding guests, wildly excited over Larry's disappearance, questioning the servants, etc. Aunt Cynthia comes in, with the information that Sylvia has disappeared too. That is the last straw. Then the butler brings in a telegram:

" 241 (INSERT of wireless from steamer off Sandy Hook:

Married in Greenwich. Sail/this morning
ed
for Bohemia.

"242 "53 (Living room - Lennox summer home.)
The family always knew that Larry and Sylvia were crazy.

"243 "1 (Location of SET 1.)
Larry and Sylvia sitting under a tree among flowers.

THIS AGREEMENT, made the day of February, 1920, by and between WARK PRODUCING CORPORATION, organized under the Laws of the State of New York, hereinafter referred to as the "Lessor", party of the first part, and UNITY PHOTOPLAYS COMPANY, organized under the Laws of the State of Illinois, herein referred to as the Lessee, party of the second part.

W I T N E S S E T H :

WHEREAS, the Lessor has produced certain motion pictures entitled "THE FALL OF BABYLON" and "MOTHER AND THE LAW" from the copyrighted motion picture photoplay "INTOLERANCE", and

WHEREAS, the Lessee desires to acquire exclusive rights of distribution and exploitation of said motion picture productions, "The Fall of Babylon" and the "Mother and the Law" in the territory hereinafter described and for the time and upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises, and of the mutual covenants and agreements herein contained, the parties hereto do covenant and agree as follows:

FIRST: The Lessor hereby grants to the Lessee the sole and exclusive right, subject to the performance of the terms and conditions required to be performed by said Lessee, to distribute or exploit the aforesaid motion picture productions entitled "The Fall of Babylon" and the "Mother and the Law" (but only in a dignified manner commensurate with the artistic qualities of the production, as prepared by the Lessor, and with appropriate musical

accompaniment) in the State of Illinois, except that part of said State known as Cook County which is expressly reserved from the provision hereof until such time when the present contract had by the Lessor herein with Ascher Brothers of Chicago, Illinois, for the exhibition of the aforesaid pictures in Cook County shall have been completed and from that time on said territorial rights in said Cook County shall be included in the territorial rights, hereby leased as aforesaid, and not elsewhere, for a period of four years from the date hereof.

SECOND: The Lessee shall pay to the Lessor in the manner hereinafter set forth for the territorial rights hereby granted the sum of Eight Thousand ($8,000.) Dollars as follows:

Five hundred cash paid before the execution of this agreement, receipt of which said sum is hereby acknowledged.

Four thousand Dollars within sixty days from the date hereof and Thirty-five hundred ($3500.) Dollars within one-hundred and twenty (120) days from the date hereof.

THIRD: The Lessor further agrees to deliver to the Lessee, within Sixty days, one print of either of said photoplays on the receipt of the first payment of Four-thousand ($4,000.) Dollars as aforesaid, and a print of the other photoplay not so delivered within one-hundred and twenty days on the receipt of the second payment of Three-thousand five hundred ($3,500.) Dollars, without further cost to the Lessee, said prints, however, to remain the property of the Lessor and to be returned to the Lessor as hereinafter more fully provided for. And the Lessor further agrees as long as the negative of each or either

of said photoplays are in existence to furnish to the Lessee prints or parts of prints (in lengths, however, of not less than one hundred (100) feet in the continuity of the story as delivered) of said production during the life of this contract at the rate of Six (6¢) ~~per~~ cents per lineal foot, but such prints or parts thereof shall be used only in the continuity as furnished by the Lessor. Every print delivered by the Lessor to the Lessee hereunder is to be returned to the Lessor at its option, four years from the date hereof; and if lost or destroyed the Lessee shall supply affidavits covering the cause of its loss or destruction.

The Lessee assume existing booking contracts in the territory above described, and agrees to pay all preliminary expenses in connection with said booking contracts, except such contracts had in Cook County as aforesaid.

FOURTH: The Lessee covenants and agrees that neither the Lessee nor the agents, servants or employees of said Lessee, will, with their knowledge, copy or duplicate said film or any portion thereof, or permit the same to be copied or duplicated, and that neither the Lessee, nor the agents, servants or employees of said Lessee will with their knowledge exhibit or cause to be exhibited any of said films in any territory other than that covered by this agreement, and that the Lessee will use every effort to enjoin and restrain the use of any copy of said productions not authorized by the Lessee to be exhibited within the territory aforesaid.

FIFTH: The Lessee further agrees, in the event of the loss or destruction of any film, to notify the Lessor by telegram or telephone forthwith.

SIXTH: The Lessor will supply the Lessee with lithographs of the said productions at cost, and at which the same are supplied to the Lessor, and the Lessee agrees not to use or knowingly permit to be used within the territory hereinbefore described any lithographs not supplied by the Lessor nor any advertising matter not approved by it.

SEVENTH: The Lessee shall use only such advertising matter as shall be furnished or approved by the Lessor and the Lessee shall purchase from the Lessor such heralds and advertising matter at cost. All lithographs, heralds and other advertising matter and accessories sold by the Lessor to the Lessee shall be re-sold by the latter at an advance not exceeding ten (10%) percent on the price at which the same are sold to the Lessees.

EIGHTH: It is understood and agreed that the positive prints which shall be delivered to the Lessee hereunder shall be used by said Lessee only in accordance with the express provisions hereof and shall not be shipped or used outside of the territory hereinbefore specified, and the title thereof shall be and at all times remain in the Lessor.

NINTH: The Lessee shall not act or hold themselves out as the agents of the Lessor and nothing herein contained shall be construed to constitute a partnership between the Lessor or Lessee hereto.

TENTH: This agreement is personal and shall not be assigned by the Lessee without the prior written consent of the Lessor.

ELEVENTH: In the event of the failure of the Lessee to pay the Lessor any money agreed to be paid to the Lessor by any provision in this agreement, the Lessor shall have the option of terminating the rights herein granted to the Lessee by giving ten (10) days' notice by registered mail to said Lessee and thereupon upon the expiration of the time specified in said notice, unless such moneys in the meanwhile are paid, such rights shall immediately cease and determine, it being distinctly agreed that the waiver of any default in payment in any instance shall not operate as a waiver in any other instance.

TWELFTH: In the event of the breach by the Lessee of any of the other conditions in this agreement contained or in the event of the filing of a petition in bankruptcy by or against the Lessee, the Lessor may call the attention of the Lessee to such breach by registered mail and if such breach does not cease or is not remedied within ten (10) days after the mailing of such notice the Lessor shall have the option of terminating the rights herein granted to the Lessee by giving five (5) days' notice by registered mail to the Lessee and thereupon upon the expiration of the time specified in such notice such rights shall immediately cease and terminate; it being distinctly agreed that the waiver of any breach in any instance shall not operate as a waiver in any other instance.

THIRTEENTH: In the event of the termination of the rights of the Lessee as set forth in the two preceding paragraphs hereof, such rights shall immediately revert to the Lessor, and the Lessee shall forthwith return to

the Lessor all positive prints and all unused advertising matter relating thereto which shall have been delivered to the Lessee hereunder; it being understood and agreed that the termination of the rights herein granted in the manner hereinabave provide shall not constitute a waiver of any right, claim or remedy of the Lessor by reason of such breach.

FOURTEENTH: The Lessor shall not directly or indirectly distribute or exhibit said picture in said territory during the term of this agreement, except as aforesaid in Cook County.

FIFTEENTH: All notice hereunder may be addressed by either of the parties hereto to the other as follows:

To the WARK PRODUCING CORPORATION at Room 720, Longacre Building, City of New York.

To UNITY PHOTOPLAYS COMPANY, 207 So. Wabash Avenue, Chicago, Illinois.

SIXTEENTH: This contract being signed and entered into in the State of New York, it is hereby agreed that the law to be applied to any matters arising hereunder shall be that of the State of New York.

SEVENTEENTH: It is further understood and agreed by the parties heret that this instrument embodies the whole agreement of the parties and no representations, warranties, covenants or promises made by any representative or agent of the Wark Company or any other Company shall be binding or considered a part of any agreement between the Lessor and the Lessee unless herein expressly contained and no variation or modification of this agreement shall be made except in writing signed on the part of the Lessor by its President, who it is

mutually agreed is the only person authorized to sign the same on behalf of the Lessor.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

WARK PRODUCING CORPORATION

By.....

.....

.....

Mr. Griffith has a bad temper, but he does not let it master him. If he does ever boil mentally, he shows a placid exterior which gives no indication of any brain storm within. He says to lose one's temper is to waste one's energy and mental power. He does not believe in that kind of extravagance. He has been known to visibly lose his temper but twice since he became a moving picture director.

About seven years ago, while he was director for Biograph, he took a small company to Sandy Hook in a launch to do some beach scenes. His leading man had drank copiously of beer when ashore at one location and had brought some bottles on board the launch. While on the way to the next location he began to show its effects.

Mr. Griffith told him to stop drinking and the actor not only refused to obey orders, but he declared he would not play his part—he would not act in the picture again and would ruin it. Then the Griffith temper did break loose and a scene followed which ended in a soundly thrashed actor having a bucket of sea water thrown over his head as the finish to a somewhat strenuous sobering-up process.

When the boat landed the penitent actor and the militant director were seen walking up the beach together with their arms over each other's shoulders. There is something about Griffith that everybody likes, even though they may have a disagreement with him.

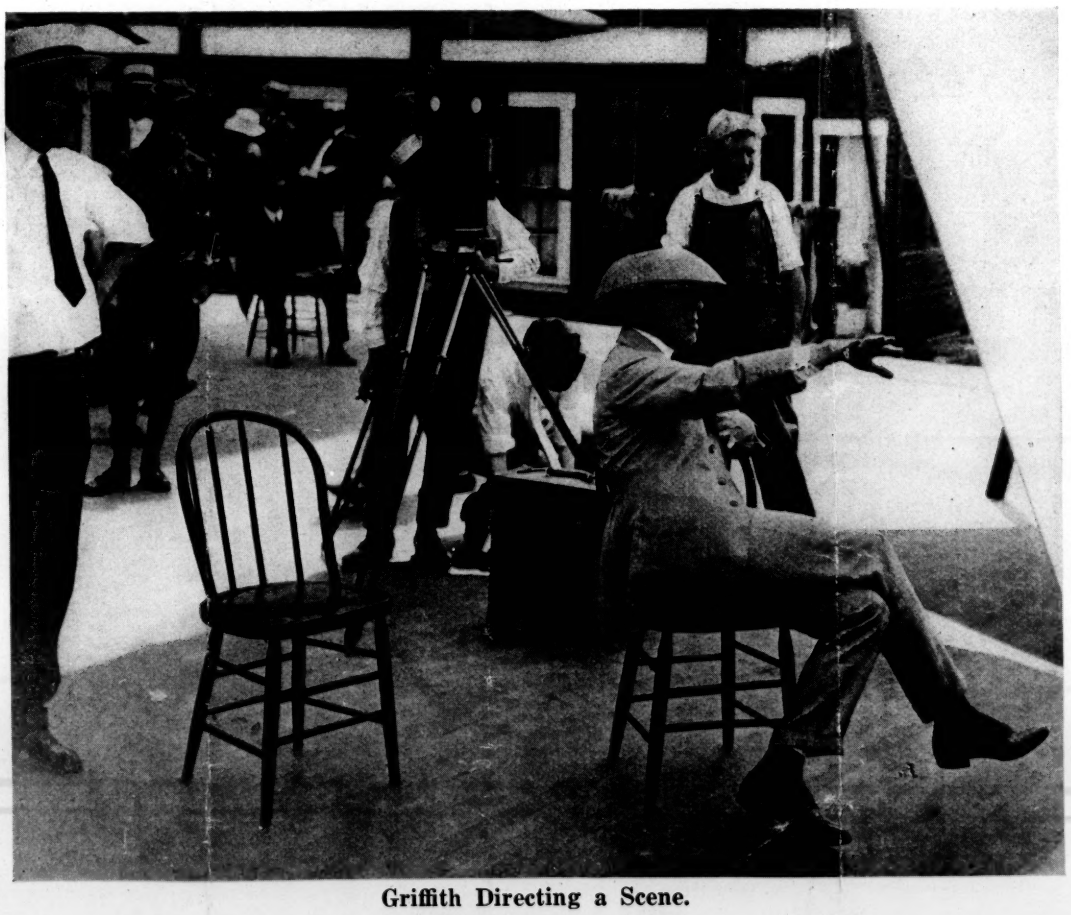
His second exhibition of temper in moving picture history took place in the feast of Belshazzar scene of "Intolerance", while this remarkable photo-dramatic spectacle was being filmed at Hollywood. Mr. Griffith had had a number of cups reproduced in ancient Babylonian silver, set with jewels and engraved. These cups were not "props," but the real thing in value, made expressly for close-ups.

Mrs. Gish (mother of the Gish sisters), Dorothy Gish, Constance Talmadge and Lillian Gish, posed just as they arrived in New York, where they are now making pictures for Griffith.

They were used one afternoon in one of Belshazzar's scenes. When the property man came to return them to the Fine Arts Studio, four were missing. Mr. Griffith heard "Props" arguing about the cups and came to the inevitable conclusion that some one of the six to seven thousand people who were on the location as actors that afternoon had taken them. His temper got the best of him and people as far away as Los Angeles city, it is said, could hear him express his opinion of thieves in general and in particular.

Mr. Griffith was once an actor. He has a fine voice. It carries like a bugle call, and without apparent effort he can make himself heard at a remarkable distance. The thief or thieves undoubtedly heard him, but they kept the cups.

He is the soul and very incarnation of patience—an important factor in his success. Once he had a battle scene in "The Birth of a Nation" fully rehearsed and ready to "shoot" the next morning. At the appointed time all hands were on the location. Just as the movements were to begin, one playing an important part found he had the wrong hat. There was noting to do but send a man on a motorcycle eighteen miles to get the right hat — while 30,000 people waited.



Griffith Directing a Scene.

Did Griffith rave, swear and tear his hair after the manner of the usual stage or "movie" director, who always meets a trying situation by giving an exhibition of temporary insanity, sometimes called "temperament"? No —he is too big a man. All he did was to 'phone directions for everybody to stay where they were till further orders and then burst into a song.

In his youth he had ambitions — he wanted to be an ac-

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tor, he wanted to write plays and he wanted to sing in grand opera and studied the masters. It is wonderful to what effective use operatic music may be put in a trying situation by Griffith, who always sings when he is in the greatest quandary. He seems to maintain his mental poise in this way. The deeper the hole he is in, the louder he will sing. The depth of his perplexities can usually be gauged by the volume of his tone.

Richard Barthelmess and Lillian Gish in a scene from a Griffith masterpiece, "Broken Blossoms."

But music is not always the sign of a troubled spirit in him. After a long and hard day's work directing in the studio or on a location, when his actors are tired out and ready to drop in their tracks, he will start singing a ballad, as fresh as when he began work in the morning. He may be directing a part of a picture in which thousands are employed, working under a tremendous mental pressure, and yet he will pause between scenes and warble strains of grand opera as if his only vocation in life were singing to the multitude—or he will start to "josh" those about him.

While directing one of the big battle scenes in "Intolerance" in the very midst of all the excitement—for there was plenty of excitement in those battle scenes with thousands of men—he turned to one of his assistants with a laugh and yelled above the din, "Great way to make a living". The next instant he was at his battery of telephones ordering a more spirited attack here, more smoke there, another scaling tower pushed against the walls of Babylon and more action along the whole line.

Sometimes in the twilight, after a hard day of directing, with his staff and some of his stars about him, he will throw out his arms with an expression of delight and converse on subjects entirely foreign to their work, quoting lines of prose and poetry which fit the occasion. He has directed the rehearsals of some of his stars to best advantage in this romantic twilight, which, in California, is most appealing in its quiet beauty. During the taking of some of his open air scenes he has sometimes noticed a little child, and though it may have been dirty and in tatters, he would take it up in his arms and talk with it.

He is a marvel in physical staying powers. When he was laying out the great Babylonian scenes in "Intolerance", he would walk over the entire location with his assistants at a pace that kept them on the run. It was a common sight to see the "Chief" rushing about at the top speed of his square "heel and toe" gait, giving orders here and there, with three or four men puffing at his heels. The harder they tried to keep up with him the faster he would walk. Not one of them seemed to suspect that they were being made pace-makers by the great director, who wanted a little exercise and grinned within himself every time he heard a puff at his elbow.

The diversion he really loves most is dancing. He believes dancing the most ancient and beneficial of all physical exercises. "Note the fighting peoples of the world", he once said, "they are dancers every one of them. All great conquests have been won by dancing people, and all great national achievements have been wrought by people who dance."

The perfect physical condition he always enjoys accounts for the tremendous energy he displays on all occasions, backed by a dynamo of a brain which seems never to tire under any circumstances.

He also has the ability to do several things at once. He has been seen at one time reading a letter, holding a conversation and listening to a singing rehearsal. At another he was noticed eating his lunch, dictating to his stenographer, talking to his chief property man and watching a rehearsal of the dancing priestesses in "Intolerance".

After a hard working morning, when the call for lunch comes, he always asks for coffee. This is his chief stimulant. He seldom drinks wine or beer and prefers a glass of milk above all beverages. He never smokes while directing. While on outside location he wears a huge straw hat, punctured with many holes, and a pair of orange-tinted glasses.

He adopts the course of least resistance in every instance where he can

(*Continued on Page* 47)

Lillian Gish.

Richard Barthelmess.

Bowles

GUY CROSWELL SMITH, Ltd.

Distributors in All Countries of the World's Best Motion Picture Productions

PARIS OFFICES:
6 RUE DE LA PAIX

807-811 Longacre Building
Telephones 5293-5294

42nd Street and Broadway, New York
Cable Address: Crosmith, New York

Directors:
J. J. McCARTHY
THEODORE MITCHELL
GUY CROSWELL SMITH
GEORGE BOWLES

March 1st,1920.

Dear Mr. Banzhaf:

I am sending enclosed copy of letter received from Robertson-Cole Company in reply to our recent communication to them; likewise draft of reply which we thought of sending them. I will call you up to-morrow to ask if you think it is all right.

Yours sincerely,

Guy Croswell Smith

Mr. Albert H.T. Banzhaf,
2 Rector Street,
New York City.

*Encls.

March 1st, 1920.

Gentlemen:

We beg to acknowledge receipt of your letter of February 25th. We note that you do not think it necessary to ask for a bond from the company to whom you transferred the rights of "BROKEN BLOSSOMS" for Norway, Sweden and Denmark, as suggested in our recent letter, in order to afford protection from the prints being used outside of this territory. In this connection we beg to advise you that we shall hold you responsible for any misuse of the "BROKEN BLOSSOMS" prints.

Yours very truly,

GUY CROSWELL SMITH, Ltd.

President.

Robertson-Cole Company,
1600 Broadway,
New York City.

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

March
~~February~~ 1st 1920.

D.W.G. CORPORATION

to

ALBERT H.T. BANZHAF, Dr.

- -

Services for month of February - - - - - - - - $150.

Disbursements- Portion income tax & War
tax service 1920 - - - - 13.34

$ 163.34

Received Payment,
FEB 6 1920

Albert H.T. Banzhaf.

Revised October 1, 1918

FORM **E**

PURCHASE OF LARGE INCANDESCENT LAMPS

Agreement, made this FIRST day of MARCH 191 20, between

GENERAL ELECTRIC COMPANY, a New York Corporation (hereinafter called Manufacturer), at the PACKARD LAMP DIVISION of its National Lamp Works, and GRIFFITH STUDIO

of MAMARONECK NEW YORK

(hereinafter called Purchaser).

1. The Purchaser, desiring to purchase incandescent lamps, agrees to take within one (1) year from date hereof, and to pay for in accordance with the terms of payment hereinafter specified, a quantity of large PACKARD incandescent lamps (all of which are manufactured under Letters Patent of the United States) of classes and types listed in schedules attached hereto and forming part hereof, which shall not exceed the Purchaser's own requirements of such lamps for installation during the period of this contract in lighting apparatus or devices either owned, controlled or used, by the Purchaser. No lamps other than those of the PACKARD brand shall be considered in arriving at the price which the Purchaser agrees to pay for lamps purchased under this contract, nor shall the requirements of any other party be joined with those of the Purchaser for the purpose of determining the discount to which the Purchaser is entitled.

2. The Purchaser estimates that its purchases under this contract will amount to not less than $600.00 dollars net value in accordance with the Manufacturer's current price schedules, and the Manufacturer accepts the above estimate as a basis for billing only and agrees to invoice the lamps covered by said schedules at the following discounts from the list prices given in the schedules:—

DISCOUNTS USED AS A BASIS FOR BILLING

STANDARD PACKAGE 24 % BROKEN PACKAGE 14 %

The Manufacturer expressly reserves the right to change said schedules, including the list prices and rates of discount, and to eliminate types and classes therefrom, as it shall see fit and the schedules in their amended form shall be part of this contract. It is agreed, however, that whatever change or changes shall be made by the Manufacturer in the schedules, the net price to the Purchaser for the total quantity of lamps purchased hereunder shall not exceed the net price therefor under the present schedules by more than fifteen (15%) per cent. and it is further agreed that the net invoice price to the Purchaser for each such lamp shall be, throughout the period covered by this contract, as low as the price therefor allowed by the Manufacturer during the same period to any other Purchaser hereafter entering into contract with the Manufacturer and purchasing under said contract PACKARD lamps of the same types and classes in the same amount and under the same conditions. Any change in the schedules made by the Manufacturer which shall increase the net price to the Purchaser may be made without notice to the Purchaser other than the Manufacturer's regular printed notice to the trade announcing such change, but will become effective only as of the first day of January, April, July or October, subsequent to the date of issuance of the notice. All lamps delivered to the Purchaser after the date on which such increased prices become effective shall be billed and paid for on the basis of such increased prices; with the exception that orders for immediate delivery not exceeding the Purchaser's normal requirements for one month, will be filled on the basis of the list prices in effect at the time of the acceptance of said orders even though delivery be made after the date on which the increased prices shall have gone into effect.

3. The Purchaser agrees that it will pay each invoice for lamps not later than thirty (30) days from the date of the invoice, and the Manufacturer agrees that if payment of any invoice is made within ten (10) days from the date of same, two per cent (2%) may be deducted from the net amount thereof.

4. The Manufacturer agrees that should the lamps ordered and paid for by the Purchaser under this contract reach an amount entitling the Purchaser, in accordance with said schedules, to a discount greater than that used for billing, the Manufacturer will credit the Purchaser's account with an amount equal to the difference between the price at which the lamps have been invoiced and the price to which the Purchaser is so entitled, but no liability of any nature is assumed or incurred by the Manufacturer under this contract because of its inability to supply the lamps required by the Purchaser, arising from circumstances beyond the Manufacturer's reasonable control.

5. The Purchaser admits and agrees that payment of the Manufacturer's invoices rendered on the billing basis provided for herein shall not be considered as payment in full should the purchases under this contract be less than the amount on which the billing discount is based, and agrees that if the amount purchased is less than the amount used as the basis for the billing discount it will pay, in addition to the net billing price, within thirty (30) days after demand, an amount equal to the difference between the net billing price of the lamps purchased and the price to which it is actually entitled on such lamps in accordance with said schedules.

6. The purchaser agrees to pay transportation charges in accordance with the Delivery Schedule hereto attached.

7. The Manufacturer shall not be obligated to supply lamps hereunder in excess of or in addition to the Purchaser's said own requirements and may terminate the contract immediately in the event of the failure of the Purchaser to observe the terms thereof.

This Agreement is hereby signed, and in no case will it be binding upon the Manufacturer unless and until signed, by GENERAL ELECTRIC COMPANY, the Manufacturer, at Warren, Ohio, by the General Manager of the PACKARD LAMP DIVISION of its National Lamp Works, or by said Manager's duly authorized representative.

.....
General Manager PACKARD LAMP DIVISION.

Presented by .....

.....
Purchaser.

By .....

The Manufacturer hereby notifies the Purchaser that, until further notice in writing from the Manufacturer

W. F. IRISH COMPANY

of 130 W. 32nd St., City.

an Agent of the Manufacturer, is authorized to act for and in place of the Manufacturer in serving the Purchaser and receiving money due the Manufacturer hereunder, but the Agent has no authority to accept orders for the sale or delivery of any lamps in excess of the unsold stock at the time in its custody.

.....
General Manager PACKARD LAMP DIVISION.

NOTICE TO AGENT

PACKARD LAMP DIVISION
National Lamp Works of General Electric Company

Warren, Ohio

....191.....

.....

Until further notice, you are hereby authorized to act, under your Agency appointment or renewal thereof, in serving and in receiving money due from.....

of.....

a Purchaser desiring to buy large incandescent lamps from us under a Form E Agreement, dated .....

.....191...., which specifies Billing Discounts of.....% for Standard Package Quantities and.....% for Broken Package Quantities, based on the Purchaser's estimate that its purchases under said agreement will amount to not less than $..... .....net value, in accordance with the Manufacturer's current price schedules.

.....
General Manager PACKARD LAMP DIVISION.

Detroit
Ascent and descent Ramps

New York City,
March 1st, 1920.

MEMORANDUM FOR MR. GRIFFITH:

I submit herewith a resume of a plan which was discussed between myself and a group of financial men:

We propose the organization of your business into a single corporation having ~~1,000,000~~ 100,000 shares of no par value authorized. To you, in exchange for your assets, there would be issued ~~310,000~~ 75,000. shares ~~while 190,000 shares would remain in the treasury~~. The remaining ~~500,000~~ 25,000 shares would be offered to the ~~public~~ investor, the proceeds from the sale of these shares to go into the treasury of the company for the expansion of its business.

While these shares would have no par value indicated, they would have a minnimum market value of ~~$10~~ $80. per share ~~and the financial group will expect to purchase them from the corporation as $9 per share~~, placing $4,500,000 into the treasury.

It is proposed that you reserve for your own possession from your list of assets items which would yield you $500,000 to compensate for the discount of $1 per share which is made to the syndicate.

As a condition for obtaining an option upon the entire 500,000 shares at $9 per share the syndicate agrees to purchase the first 50,000 shares before any advertisement is published announcing Griffith stock for sale and to make this payment within ten days after the articles of incorporation are completed.

The syndicate agrees to conduct this sale of stock to the public in such a manner as to add to your prestige by featuring in all publicity the character and quality of your productions instead of featuring the offer of the sale of stock. The syndicate, furthermore, agrees to pay for all of this publicity out of its profits from the sale of stock so that this tremendous campaign, which would be nation-wide, would be an immense contribution to your business, which would serve to make all your stock of greater value.

The objections that have been urged against a general incorporation heretofore have had to do with the expense of such an operation and the restraint which might be put upon your business by the participation of bankers.

This plan now proposed does away with all of these objections. It contemplates the wide distribution of your stock into the hands of the public; it relieves you of the charge that your business is in the hands of Wall Street; it leaves you in absolute control of your corporation by having the majority of the Board of Directors; ~~it requires~~ that you make no guarantees as to dividends on the stock held by the public; it places upon you no obligation in any form whatever but simply, by inviting the cooperation of the public, puts you in position to achieve far greater results than you have ever achieved in the past.

I take it that it is a choice between a general incorporation of this sort or the making of contracts with distributors covering the output of two or three of your most valuable stars.

The general incorporation plan issues stock against all your possessions - good and bad. The plan of negotiating on the output of two or three of your stars would be a wasteful step because it consumes your best assets while it offers you no opportunity to use your less desirable

assets as security for credit.

Before involving any of your assets in separate contracts I urge you to give grave consideration to the fact that such a step would permit you to obtain only a portion of your desires and would forever destroy the possibility of obtaining the bigger ambition of massing your assets in a corporation that would be commanding enough to be the nucleus of something worthy of your name and prestige.

I need not call your attention to the fact that when you sell your product in advance you must suffer a depreciation of its value by reason of the chance the other man is taking.

I think it is safe to say that when you make contracts with distributors or with financial men to finance a separate series of pictures you suffer a depreciation from the revenue that could be obtained if you kept absolute possession of this product of an amount sufficient to pay handsome dividends to the public for participation in your enterprises.

Moreover, the financial man who invests money in a single picture or a series of pictures, with the hope of sharing in your profit, has only a temporary investment and he will demand a larger return for a temporary investment and for the increased hazard on a single operation, than he would require if his money were permanently invested in your stock and had an opportunity to share in all of your enterprises, thus giving it the benefit of the odds in favor of success.

I urge you to survey for a moment the development of the motion picture industry in the last twenty years. I call your attention to the fact that during all that period you have been the supreme director; you have continuously possessed the greatest prestige of any individual in the motion picture business; you have had possession of the greatest talent in the business; by reason of your prestige you have had presented to you the most advantageous propositions in the business, and still at this moment, because you have constantly undertaken to finance your business out of profits, you find yourself hampered to do the big things that are in your mind.

At the same time, I call attention to the record of others who have not possessed your motion picture genius; who have not had possession of great artistic talent such as you have had; who do not possess the judgment of pictures which you possess, and who have succeeded mightily in a material way because they have given attention to the proper capitalization of their business.

How much greater should be your chances to succeed if you should combine your great talent of production and selection and your high judgment of picture values and public taste with an adequate arrangement of capitalization to enable you to arise to your ambitions?

The only objection now offered to this plan seems to be the possibility of failure and your fear to commit yourself to an obligation which would come upon you with the use of other people's money.

To me this barrier seems inconsequential. First of all, you are engaged in one of the most productive industries in the world. This fact, alone, augurs for success. Secondly, you are the leading producer in the industry and your pictures rank among the highest in earnings. You have to your credit the greatest single picture success in the history of the world. You are confronted with the greatest opportunities for profit in this most profitable business because talent gravitates to talent and artists with large earning potentialities are anxious for your tutelage.

I cannot see how the fear of possible failure should deter you now when you are at the point in your life when a decision to do or not to do may mean the attainment or the unattainment of the ambitions of your life.

When you contemplate that your present business, amounting in volume to over $2,000,000 per year, resulting from an original capitalization of $115,000 two years ago, the phantom of possible failure should be dissipated.

I call your attention to the fact that hardly any business in the world expects to capitalize itself out of profits. Any business which undertakes to di it usually strangles itself and its own progress. The most successful businesses are the heaviest borrowers because they have found the way to make money by the use of other people's money. And other people find it profitable to cooperate with successful business institutions by letting them use their capital to make additional money. It is not a confession of weakness to sell stock. It is rather an assertion of strength because when you can get the public to cooperate with you you have proven assets in the shape of prestige.

A glance at the financial pages of the "New York Times" every morning ought to be convincing evidence that way growing businesses are capitalized is by an appeal to the public for additional funds upon which to grow.

From the point of view of taxation it is automatic that the incorporation plan is the best plan. Such a plan as we propose would give your corporation from five to seven million dollars worth of invested capital. On the basis of $5,000,000 of invested capital the corporation would be entitled to an exemption on the first $400,000 of profits. Furthermore, the corporation would provide a depreciation fund to take the place of films as they wear out and you would find that your taxation situation would be very much improved under the corporation plan, and the greater the size of the corporation the better your situation. Moreover, each new taxation law becomes more stringent and I venture to suggest that the earlier you incorporate the better.

So far as the expense of this enterprise is concerned, I am confident that it will be impossible for you to get a better proposition than the one now before you. It is a most unusual thing for a corporation to get its stock disposed of yielding one hundred cents on the dollar to the corporation and passing all the expense of selling on to the public. I want you to know that the men who are undertaking this sale are taking the chance and they are taking it in the hope that the magic effect of your name will overcome the usual obstacles in a campaign of this kind.

Finally, permit me to call attention to the insurance which would be afforded you as result of the creation of such business corporation. As you now operate, every activity depends upon your personality. With you incapacitated your business would be pretty much at a standstill. With your death the prestige of your name would be gone.

If you created a great corporation under the name of "D.W. Griffith, Incorporated", the corporation would live on; with you or without you. The corporation machinery would have provided for the setting aside of surpluses and re-purchase funds so that the continuation of the business would be automatic. The very necessities of the corporation would have required the organization of a Board of Directors and Department heads which would have learned their duties and they could continue these duties with you or without you. I feel certain that I tell you truthfully

that the creation of a corporation very greatly minnimizes the hazard arising from the uncertainty of life.

Very respectfully,

FRW/V

ENGINEERS DESIGNERS MANUFACTURERS

MAXWELL ENGINEERING & MANUFACTURING CO.
TRANSMISSION LINE EQUIPMENT
61 BROADWAY
NEW YORK

CABLE ADDRESS "MEMCO"
TELEPHONE BOWLING GREEN 7386

M.P. MAXWELL, PRES.& GENL.MGR.
R.A.SANDT, CHIEF ENGINEER

3rd March, 1920

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VERTICAL AIR BREAK SWITCHES
DISCONNECTING SWITCHES
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HORN TYPE FUSE SETS
LIGHTNING ARRESTERS
BUS SUPPORTS (REVERSIBLE)
OVERHEAD CROSSING SETS
CARBON GROUNDING CONES

TRANSMISSION LINE HARDWARE
STRAIN CLAMPS
SUSPENSION CLAMPS
3-BOLT CLAMPS
ARCING HORNS
LEE CLAMPS
INSULATOR CLAMPS

SUBSTATIONS (OUTDOOR TYPE)
STEEL TOWERS

SUBSTATIONS (INDOOR TYPE)

Mr. Albert H. T. Banzhaf,
2, Rector Street,
NEW YORK CITY.

2300-VOLT SUBSTATION
D.W.GRIFFITH STUDIO

Dear Sir:

As per your request of 27th ult. we are returning herewith the proposed agreement between the Westchester Lighting Company and the D. W. Griffith Studio at Orienta Point, Mamaroneck, N.Y. for supplying electrical light and power.

After making a careful examination of the clauses contained therein and a comparison with loads of a similar nature, we feel the terms upon which this contract is based should be somewhat modified. With reference to the clause covering the readiness-to-serve charge, we would question the basis on which this is made, inasmuch as the costs per year are reckoned on a maximum demand occurring in the highest five minute period within the term covered by the first monthly bill. With load conditions such as they have, wherein maximum energy is required for a very short period of time, as in case all four producing companies should operate on short scenes so as to merely overlap for a period of five minutes, the Griffith company would be compelled to pay the readiness-to-serve charge based on this short time maximum demand. Sketch #101 better illustrates this point through typical curves indicating such loads as the plant might be called upon to carry. For the size of the plant involved the readiness-to-serve charge is based on a demand exceeding 100 kilowatts or $25. per year for each kilowatt of registered demand; this compares favorably with forms of contract as issued by other companies. With reference to the clause covering fixed charge for service calling for a flat rate of 1½¢ per K.W.H. or electrical energy consumed, we feel that the contract would be more in equity and more consistent with contracts as issued by other public utilities for similar loads, should the consumer be given the advantage of a sliding scale covering a fixed price per K.W.H., say on the first 5000 K.W.H. and a proportionate decrease in the rate up to and including 100,000 K.W.H.

The curves as shown on sketch #100 attached hereto are typical and represent the studio conditions as compared with other companies whose contracts cover similar load proposition. Curve "A" shows total costs of power and light for this studio in accordance with the terms as outlined in the agreement; curve "B" the fair average of other contracts as submitted by public utilities for loads of this nature; curves "C" and "D" show the costs per K.W.H. respectively of the Griffith studio and a typical plant operating under similar conditions. It would appear on

MAXWELL ENGINEERING & MANUFACTURING CO.

NEW YORK

Mr. Albert H. T. Banzhaf (2) 3rd March, 1920

inspection that these costs are approximately 25% too high. It is also very evident on inspection of this curve sheet that should the studio be worked to capacity on an eight hour per day basis of six days per week for a period of one year the total cost of light and power would be approximately $38,000. This maximum condition is not likely to occur unless all four producing companies are working at the same time at a maximum; if they only operated at half capacity at eight hours per day and six days per week for the period of one year the total cost would be approximately $20,000, with an average cost of 2.86¢ per K.W.H. On the basis of maximum demand as first outlined the cost would approximate 2.75¢ per K.W.H. Not being familiar with the various forms of contract the Westchester Light Company have to offer, we believe in view of the foregoing it would be a matter of policy and economy to carefully investigate all their various propositions, inasmuch as we believe for a load of this nature the cost per K.W.H. should run as low as 2.10¢ and not exceed 2.5¢. The Westchester company undoubtedly have other forms of contract, for, if you recall, their representative mentioned a compromise agreement could be effected should the studio at a later date instal the synchronous motors to correct the power factor.

The rider attached to this contract is in accordance with practice adopted by all public utilities, wherein the consumer is compelled to pay for any advance in the price of coal.

It would appear that since the Griffith studio is entirely dependent upon the Westchester company for service, some clause should be inserted whereby the Griffith company would be reimbursed in case of interruptions to service of such length as to seriously interfere with the operations of the studio

We should like very much to discuss this at further length at your convenience.

Very truly yours,

MAXWELL ENGINEERING & MFG. CO.

BY: R.A. Sandt

RAS:AFG. Chief Engineer

Work Foreign

GUY CROSWELL SMITH, Ltd.

Distributors in All Countries of the World's Best Motion Picture Productions

PARIS OFFICES:
6 RUE DE LA PAIX

807-811 Longacre Building
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42nd Street and Broadway, New York
Cable Address: Crosmith, New York

Directors:
J. J. McCARTHY
THEODORE MITCHELL
GUY CROSWELL SMITH
GEORGE BOWLES

March 3rd, 1920.

Dear Mr. Banzhaf:

I am sending enclosed copy of a letter received from Mr. Bowles, to-day, referring to "INTOLERANCE" in Germany.

Yours sincerely,

Guy Croswell Smith

Mr. Albert H.T. Banzhaf,
2 Rector Street,
New York City.

*Encl.

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

1920 MAR 4 PM 5 54

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	S
Day Message	
Day Letter	Bl
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

1920 MAR 4 PM 5 3

C270 OM 35 BLUE

FX LOSANGELES CALIF 1137A 4

2872

A H T BANZHAF

2 RECTOR ST NEWYORK NY

RECD THIRTY DAY EXTENSION FROM MARCH FIFTEENTH IN WHICH TO FILE INCOME TAX RETURNS AND FIRST PAYMENT SUBJECT TO SIX PERCENT INTEREST ON DEFERRED PAYMENT AS PER ARTICLE ONE THOUSAND THREE OF REGULATION FORTY FIVE

E C BIDWELL.

D. W. Griffith Productions
INTER-OFFICE MESSAGE

Scenario

To Mr. Banzhaf

From Miss Miller

Date 3/4/20

Time 2 PM

Reply to

Herewith letter of November 30, 1919, (and copy) and letter of February 17, 1920, from Alice E. Phillips, 1237 Filbert St., San Francisco, regarding claimed infringement of "Scarlet Days" - in relation to which I spoke with you by 'phone today. This represents our entire file in the matter, as her letters have not been answered from this end.

Please make all replies on back of this memorandum.

Studio

March 4th 1920.

Mr. Sammy Thompson,
c/o Griffith Studio,
Mamaroneck, New York.

Dear Sammy:

Our mutual friend, Mr. Maxwell, rang me up asking if you would kindly get out the data which Mr. Zant spoke to you about relative to equipment and plans of your electrical equipment as they are anxious to pass upon the contract which the Westchester Lighting Company has submitted for service charges and without your report they cannot really determine the fairness of the contract submitted.

Thanking you for getting this right out for us, I remain, with kindest regards

Very truly yours,

AHTE/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

GEORGE BOWLES

FILM AMÉRICAIN
IMPORTATION EUROPÉENNE

AGENT EXCLUSIF POUR L'EUROPE DES FILMS
"GRIFFITH"
"INTOLÉRANCE"
"CŒURS DU MONDE"
"LA NAISSANCE D'UNE NATION"

TÉLÉPHONE : GUTENBERG 00-26

TRADE MARK

No. 6 rue de la Paix
and
ROYAL FILM
23, RUE DE LA MICHODIÈRE

Ware, Foreign
Bowles

PARIS, LE 4 March 1920.

Roberts
Cole

A. H. T. Banzhaf Esq.
Messrs Banzhaf & Pembleton.
2 Rector street.
NEW YORK CITY.

(Re:- INTOLERANCE--GERMANY)

Dear Mr. Banzhaf:-

Your favor of the 10th. ult., with enclosures, was received several days ago.

I shall start on this investigation as soon as I possibly can and I believe the best idea will be to go to Cologne first and after that to Berlin, if necessary. When I get some real facts in Germany I can go to Holland and trace the film, if it has really been stolen. So far our information is all at second hand.

There is a very important matter at present pending here--the effort to rent a Paris theatre, which is not an easy matter at our price.

I hope very soon to report that I have started for Germany.

My very best regards.

Yours sincerely,

George Bowles

Mr Banshaf

MINUTES OF REGULAR MEETING OF BOARD OF DIRECTORS
OF UNITED ARTISTS CORPORATION HELD
MARCH 4, 1920.

Continuation of regular meeting of the Board of Directors of United Artists Corporation adjourned from Feb. 17th, 1920, was held at 4:00 o'clock p. m., Thursday, March 4th, 1920, in the office of the President of the Corporation, on the 9th floor of 729 Seventh Avenue, in the city of New York, N. Y.

Present: Messrs. Albert H. T. Banzhaf, Nathan Burkan and Oscar A. Price.

In attendance: Mr. L. R. Hoover.

Mr. Price called the meeting to order and acted as Chairman thereof. Mr. G. B. Clifton, secretary of the Corporation, acted as secretary of the meeting.

On motion duly made, seconded and unanimously carried, the meeting was adjourned until 4:00 o'clock p. m., Thursday, March 11th, 1920.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

M-Banzhaf

MINUTES OF REGULAR MEETING OF BOARD OF DIRECTORS
OF UNITED ARTISTS CORPORATION OF ILLINOIS
HELD MARCH 4, 1920.

Continuation of regular meeting of the Board of Directors of United Artists Corporation of Illinois adjourned from Feb. 17th, 1920, was held at 4:15 o'clock p. m., Thursday, March 4th, 1920, in the office of the President of the Corporation, on the 9th floor of 729 Seventh Avenue, in the city of New York, N. Y.

Present: Messrs. Albert H. T. Banzhaf, Nathan Burkan and Oscar A. Price.

In attendance: Mr. L. R. Hoover.

Mr. Price called the meeting to order and acted as chairman thereof. Mr. G. B. Clifton, secretary of the corporation, acted as secretary of the meeting.

On motion duly made, seconded and unanimously carried, the meeting was adjourned until 4:15 o'clock p. m., Thursday, March 11th, 1920.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Mr Banzhaf

MINUTES OF REGULAR MEETING OF BOARD OF DIRECTORS
OF UNITED ARTISTS CORPORATION LIMITED
HELD MARCH 4th, 1920.

Continuation of regular meeting of the Board of Directors of United Artists Corporation Limited adjourned from Feb. 17th, 1920, was held at 4:30 o'clock p. m., Thursday, March 4th, 1920, in the office of the President of the Corporation on the 9th floor of 729 Seventh Avenue, in the city of New York, N.Y.

Present: Messrs. Albert H. T. Banzhaf, Nathan Burkan and Oscar A. Price.

In attendance: Mr. L. R. Hoover.

Mr. Price called the meeting to order and acted as Chairman thereof. Mr. George B. Clifton, secretary of the corporation, acted as secretary of the meeting.

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807

LAW OFFICES
OF
GOLDIE & GUMM
27 CEDAR ST.
NEW YORK
WM. V. GOLDIE H. HAROLD GUMM

March 5, 1920

Wark Producing Corporation,
1476 Broadway,
New York, N. Y.

re
"Intolerance"-Brazil
GAUMONT

Gentlemen:

We are advised that the Goldwyn Corporation has received a letter from you advising them that for several months you would not be able to deliver a print of "Intolerance" ordered by our client. The contract called for the delivery of positive prints at any time.

Our client has instructed us to commence proceedings at once if the print has not been delivered by the 15th of March.

Yours very truly,

Goldie Gumm

WVG/GR

150
69
81

Golan 1228

LAW OFFICES
OF
GOLDIE & GUMM
27 CEDAR ST.
NEW YORK
WM. V. GOLDIE H. HAROLD GUMM

Wark Producing Co. State rights foreign

March 5, 1920

Banzhaf & Pemberton, Esqrs.,
2 Rector Street,
New York, N. Y.

re
"Intolerance"-Brazil
GAUMONT

Gentlemen:

We are advised that Mr. Febvre, manager of the Buenos Ayres branch of the Gaumont enterprises, bought the exclusive right for the exploitation of "Intolerance" for Brazil for the price of $5,000.

We are further advised that the Goldwyn Corporation received a letter from the Wark Producing Corporation, of 1476 Broadway, advising them that for several months you would not be able to deliver a print of "Intolerance" ordered by our client. The contract called for the delivery of positive prints at any time.

Our client has instructed us to commence proceedings at once if the print has not been delivered by the 15th of March.

Yours very truly,

Goldie

WVG/GR

Phoned Goldie that print would be ready for inspection this week, 7-20 a.m.

D. W. Griffith Productions

INTER-OFFICE MESSAGE

To Mr. Banzhaf

From Miss Miller

Date 3/6/20

Time 4 P.M.

Reply to

Herewith the Scenario Bulletin Review of March and April 1919 containing outline of "Turning The Tables" by Robert Vere; also brief synopsis I have made of it for your convenience.

The idea of Mr. Hasting's story, "Turning The Tables," was taken from his book, "The Man In The Brown Derby," published about 1912.

Attached find Mr. Hastings' synopsis of his story, and his brief memorandum.

Please make all replies on back of this memorandum.

Memo for Mr. Banzhaf. Synopsis.

OVER THE WALL
by WELLS S. HASTINGS.

The heroine lives with a cruel and selfish aunt who is her guardian. Next door to her lives the hero, at the beginning of the story, a neurotic boy, who is kept close by his mother and very much interested in an entirely imaginary state of ill-helath.

The guardian aunt has fallen under the influence of a professional "Mystic," who pays court to her imagining that her luxurious home and evident wealth are her own possessions, whereas, in reality, both are only held in trust for her niece, the heroine. When the Mystic discovers through a slip of the aunt's that the niece is the real owner of the property, he transfers his attentions from the aunt to the niece.

In the meantime, the heroine has discovered the neurotic boy next door, who is being exercised for his health's sake by a professional trainer, and a romantic interest is established between them.

The aunt discovers that her aged lover, the Mystic, is paying court to the heroine, and welcomes innocent but peculiar antics of the niece as an excuse to send her to a sanitarium. Two unscrupulous doctors are called in, and as they watch the pranks of the young girl (and are also heavily bribed) they consent to go through the farce of an mental test and send the heroine to a sanitarium of shady reputation run by a grafter who is a friend of one of the doctors.

The sanitarium is short of nurses but engages a trained nurse from an agency by telephone to call for the niece(our heroine). The nurse calls and by force takes away the heroine and starts for the sanitarium. On the way, the heroine escapes and closely pursued by the nurse appeals to people in the street to save her. But when the nurse comes up and establishes her standing as a nurse by showing her nurse's pin pinned on her professional cape, the people appealed to by the heroine naturally surrender her.

The heroine, seeing the potency of the nurse's pin, overpowers the nurse just as she is ringing the bell for admittance at the gate of the sanitarium, and taking her cape away from her seizes her and claims that she herself is the nurse and that the nurse is the patient. The heroine supposes that she can gain her freedom in a few hours' time simply by slipping out in her supposed professional capacity. But she learns, to her horror, that even nurses are not allowed to leave the premises until they have served a month.

The aunt, in her triumph, accidentally reveals the whereabouts of her niece to the fake Mystic, and he comes to the sanitarium, where by bribery he obtains admission as a patient. In doing so, the fake doctor who runs the sanitarium disdovers that the "Mystic's" reasons for desiring entrance is to gain opportunity to pay court to the heroine, who is very wealthy. The owner of the sanitarium, thinking that he has the heroine safely under lock and key (whereas in reality he has the trained nurse) admits the Mystic.

The neurotic boy (our hero) failing to improve under treatment is brought by his despairing mother as a patient to the sanitarium. There he meets the heroine who is biding her time and carrying through her bluff that she is a trained nurse. The heroine, fearing betrayal, silences his recognition.

The Mystic discovers the heroine and presses his unwelcome attentions. He sees in the boy a possible rival and informs the boy's anxious mother that the heroine is a dangerous lunatic. For a time, the boy lives in terror of the heroine, who turns his terror to account to give him the healthful exercise which she feels is his real salvation.

The guardian aunt discovers that the Mystic has gone to the sanitarium, and suspects instantly his pursuit of her niece. She comes to the sanitarium to find how matters stand.

The heroine, knowing that her aunt will betray her (that the nurse will be released and she herself locked up) takes desperate measures. She frightens away another applicant for admission and palms off her aunt on the doctor as the expected patient. The aunt is hustled into a room and locked in before she has a chance to explain, the heroine using certain fussy peculiarities which the aunt shows as demonstrative of her eccentricity. The proprietor of the sanitarium pays court to the nurse whom he believes to be the wealthy heroine. And knowing that at least one other man wishes to marry her rushes through a hasty marriage, bringing a minister to the sanitarium.

The aunt escapes, the Mystic presses the heroine hard, the boy revolts from the fussy care of his trainer and mother and when the trainer tries to interfere, our hero discovers as he gives the trainer battle that he has come into his own in strength and manhood. He promptly proposes to the heroine who is rejoiced to see him restored, and the two lovers, pursued by most of the rest of the cast, make a wild attempt to get out of the closely-guarded sanitarium grounds. The hero tries to lower the heroine over the wall on the end of a flag-pole, down which he intends to slip himself, but in a fight with the guards he is foiled in this. They, however, fight their way out and kidnapping the preacher who has just married the trained nurse and the proprietor of the asylum (much to the latter's horror when he discovers the truth) they scale the wall and escape in the preacher's waiting automobile.

The basic idea, i.e., that a person pronounced insane by unscrupulous people has little chance of escape by appealing to the public when he is in charge of any recognized authority was taken from a book of mine published eight or nine years ago by the Bobbs-Merrill Co. of Indianapolis, under the name of "The Man In the Brown Derby." The switch and complications were those that might occur to any more or less ingenious mind as the only possible solution for such a dillema. As reference to "Who's Who in America," will establish the fact that I have been more or less active in the field of lighter fiction for some years, and that Mr. Vere (if such a person exists) is practically an unknown in the same field, and as his story

appeared in a pamphlet of negligible circularion, I think the inference is obvious that if any pirating was done it was done by the unknown (and almost anonymous) author of "Turning The Tables" which appeared in the "Scenario Bulletin-Review.) The name, which we will have to admit is identical, was an unfortunate mischance. My own name for my story was "Over The Wall." This did not prove acceptable because another pictured ahead of our production - or rather while our production was still in the cutting-room - entitled "Over The Garden Wall." A list of some twenty tentative titles was then submitted, and "Turning The Tables" chosen from among them. The title got into the list because it was the most commonplace and descriptive, in short fashion, of the action that suggested itself. There is nothing new or original about it any more than there would be in calling a play "The Horns of a Dilemma" or "Between Two Stools" or any catch-phrase in common verbal currency which might be suggestive of action.

Lois Hastings

I might add that another author , a woman, has claimed that the same piece was stolen from some magazine story of which she was the author; that Mr. Winchell-Smith has had to stand suit from unknown authors claiming plagiarism on almost every successful production bearing his name; and that one of Miss Pickford's recent productions bore a startling detailed similarity to a scenario I myself submitted to this studio almost fourteen months ago.

LIGHTS OUT. 3/6/20
Mr. Hastings.

Scene 1 Maida's boudoir.
The long mirror of a dressing-table reflects the room. We see Maida appear in it, followed by her maid, who starts arranging her hair. It is evident that Maida is dressing for the day. The maid brings two or three hats and tries one of them on Maida's head. They are in the extreme of fashion. We see Maida's expression change as she watches herself. She is seized with a dissatisfaction with all the fripperies of life. She puts the hats impatiently aside, and announces that she is no longer going to be a social butterfly, but intends to be of real use in the world. She wants her plainest dress and plainest hat. She starts to take off her customary finery as she becomes enthused with the big idea.

" 2 Library.
In the library, Maida's guardian is perfecting the last links of a dirty deal. He finishes totaling a list of securities and goes hurriedly to the door, with the sudden fear of the scoundrel that he may be observed. He opens the door and looks out. There is no one there. He takes a careful survey of the hall, locking it; then he crosses to the safe and gets a case full of securities. His face is full of anticipation as he opens the box.

" 3 Living-room in Laird home.
We see Parke Laird sitting at a table with his head buried in his hands. He is in an attitude of deep dejection. His father enters the room and stands for a moment watching him. The father coughs and Parke looks up with a most woebegone expression. His father asks him what the trouble is and Parke takes up a large silver-framed photograph of a painfully homely girl. She is Miss Van Derbury, the most unmarriageable daughter of Isaac Van Derbury, the Popcorn King, one of the richest and homeliest men in America. His daughter strongly resembles him. Parke indicates the photograph and tells his father he can never marry her. His father is inclined to argue as Van Derbury is one of his business associates and at the time necessary to his success. If the engagement is broken off, Van Derbury will probably avenge his daughter by wrecking the Lairds. But Laird, Jr., feels that he has only one life to live and might as well marry for love, if at all.

" 4 A slum cellar.
A horrible thug is brewing himself a cup of coffee over an alcohol lamp. The coffee comes to a boil and he pours it into a cup and tastes it. It does not please him. He throws it out on the floor and fills the cup with the contents of the lamp. This seems to taste better. The door behind him is pushed cautiously open. The thug turns with a snarl to see a face as dreadful as his own peering in. The second thug cautiously enters and making sure that they are alone shows his pal a piece of torn newspaper which he takes from his pocket. The newspaper shows an idealized portrait of Miss Van Burbury and gives some account of her father's fabulous goings on in the popcorn market. They plan to kidnap her

and hold her for ransom.

" 5 Maida's boudoir, same as SCENE 1.
While the maid gives finishing touches, Maida is in a brown study over what career she shall choose. The maid tries to curl her hair with an electric curling iron, but it will not work. She tells Maida it is out of order. Maida looks at it and discovers that the switch has not been turned. She turns it on, and the iron works. She decides that she has a natural gift for electricity and sends the maid to the library to get all available books on the subject. After the maid has gone out, the door opens and Miss Van Derbury enters. She is much depressed. Maida, noticing her friend's sadness, asks her what is the matter and is told that Miss Van Derbury's heart is breaking because her multi-millionaire father insists on her wearing her last year's hat, which was, at best, a most modest and cheap-looking creation in the first place. Maida surveys her and decides that the conservative Van Derbury clothes are exactly the get-up she herself needs as a start for her career of non-frivolous industry. She impulsively offers to swap and presents to the ravished gaze of Miss Van Derbury the saucy array of hats which she herself has so lately scorned. To their mutual delight, the girls change clothes.

" 6 Library. Same as SCENE 2.
As Morrell is secreting Maida's securities in another part of the room, the handle of the door is turned. He is much startled. He slides the securities behind some books on the bookcase and hastily unlocks the door. To his disgust, the maid enters and starts to search the bookcases for works on electricity. He tries to interrupt her, but she tells him it is Maida's order. She takes a book from a place very near that at which he has secreted the securities, and he is stricken with terror. She is collecting quite a heap of books on the table.

" 7 The Street.
Outside on the street, we see the two thugs walking along. They sight Miss Van Derbury's car in front of Maida's house and hastily conceal themselves.

" 8 Back to Maida's boudoir. Same as SCENE 5.
While Maida is talking to Miss Van Derbury, after the girls have exchanged clothes, the maid enters with the pile of books. Maida is rejoiced that now she can settle down to work, and she hurries Miss Van Derbury away, also dismissing her maid. She looks over the books and chooses one, arranging her table for study, with a box of chocolates laid beside the books as encouragement.

" 9 Front entrance of Maida's home.
Miss Van Derbury comes out of the front door and crosses to her car. The thugs start forward eagerly, but as they compare their picture with the transformed Miss Van Derbury, who wears one of Maida's most fetching veils, they sink back in disgust, feeling that they have almost made a mistake.

" 10 Maida's room.
Some hours later. Maida has finished half the books and all the chocolates. Her hair is disordered and she wears the wild

look of the student. About her, on chairs, stand trays that hold the remnants of breakfast, luncheon and dinner. She has made a day of it. Her cuckoo clock strikes; the hour is eleven. Maida prepares to go to bed.

" 11 — Laird Library.
Parke Laird comes in from the theatre. He is quite gay and happy. He catches sight of the photograph of Miss Van Derbury and his happiness disappears. He angrily removes the photograph from the frame and throws it in the grate fire. As he looks at the blank frame, a vision photograph of the girl of his dreams (which is remarkably like Maida) dimly appears. He sighs heavily, and yawns.

" 12 — Maida's room.
Maida is asleep in bed.

" 13 — Insert: Close-up of the inside of Maida's head, a jumble of coils, armatures, batteries, telegraph instruments, etc. The whole is shot with occasional flashes of lightning.

" 14 — Maida's library.
Morrell, Maida's guardian, is carefully arranging the library as if a struggle had taken place there. He opens the safe and places some torn papers on the floor before it. When all is ready, he ruffles his own hair and takes a revolver out of the drawer in his desk, shouting "Stop thief!" at the top of his lungs. He throws up the window, shooting into the darkness outside. A policeman appears and pursues the fleeing figures.

" 15 — The street, without.
The two thugs, who are still lingering outside, cannot understand why Miss Van Derbury has never come out of the house. They are sneaking off to take a look as Morrell's shots come through the window. They think they are intended for them, and flee. One of them loses an overshoe which is much too large for him; the other a cap.

" 16 — Maida's room.
Maida in bed. She hears the shooting and sits up to listen. Taking her kimona from the chair beside the bed, she slips into it, and picking up a tennis racket as if it were a bludgeon, rushes out of the room.

" 17 — Maida's library.
Maida enters as her guardian is still firing from the window. She opens the door cautiously and sticks in her head. She asks her guardian what is the matter. He turns and indicates the apparently rifled safe. Maida fears that some of the burglars are left in the room, and tiptoes about it, taking tentative swats at the various hangings where a man might be concealed. She asks her guardian what it all means, and is told "It means that you are ruined!" He explains that

he has sold Maida's securities to the elder Laird and taken a check and receipt in return, and that the securities were sold at a large profit.

SUB-TITLE: As he tells it to Maida ----

" 18 Library.
Morrell and Laird are closing a transaction in this very room. Morrell hands Laird the box of securities and Laird writes a check and receipt, and hands them to him.

INSERT of check and receipt made out to Maida, with
" 19 Morrell's name, as guardian.

" 20 Same as Scene 18.
The two men shake hands, but as Laird leaves the room Morrell notices that Laird gives a look at the safe, as if to fix its position in his memory. THE SCENE FADES.

" 21 FADE-IN, same as Scene 17.
Morrell is finishing his account to Maida. He tells her that the receipt and check are both gone and that he suspects that Laird, who has been doing badly on Wall Street, has engineered the robbery. Maida believes him, but instead of being too much depressed she determines to hunt the robbers down. A policeman enters, much out of breath. He tells them that he has seen the thieves and pursued them, which rather stuns Morrell. Maida gets a big idea and leaves the room. The policeman gets out his notebook and asks Morrell for particulars.

" 22 The street.
Outside, we see Maida, who has slipped on an overcoat over her kimona, looking for clues. She finds the cap and the overshoe. And, resolved to see this thing through by herself, secretes them in her coat. The policeman comes out and starts to look for clues, and Maida guiltily has to make a stealthy return to the house.

" 23 Library.
The guardian, much relieved, congratulates himself, and taking the bunch of securities behind the books returns them to the safe. The first step in his nefarious scheme is over.

SUB-TITLE: The next day.

Slum district.
Maida, dressed in the plain clothes of Miss Van Derbury, is seen in a slum part of town. Under her arm is a bundle. She opens the bundle and gets out the cap. She looks at the lining.

" 24 (INSERT of the lining of the cap, with the name and address of the makers.)

" 25 Maida looks up at the street name on the corner.

It is evident that she is trying to find the manufacturer of the cap to find a clue as to its owner. As she puts the cap in the bundle, she takes out the rubber (overshoe) and examines it, looking down at the feet of passersby.

" 26 (INSERT of passing feet.) A wooden leg comes into the picture.

" 27 Maida watches the one-legged man with a sudden interest. Glancing up at his face, she finds him a benevolent-looking old pedler. She pauses in the street to watch people go by.

" 28 Parke Laird, in a cab, is seen drawing near. He catches sight of Maida's clothes and imagining that it is his fiancee pulls down the curtain.

" 29 From the basement window behind Maida, the faces of the thugs peer out.

" 30 Scene shot from the rear of the thugs' cellar, showing the backs of the thugs looking out of the window, and, through the window, Maida from the waist down. The thugs compare the clothes with their newspaper photograph of Miss Van Derbury. They hastily seize an old sack and start sneaking outdoors. They pause a moment before they leave the room to arrange their strategy. One of them is to go up in front of Maida and ask her something; the other is to put the sack over her head. The man who is to engage in conversation goes out first.

" 31 Maida is still watching as the first thug approaches her. He asks her some question. As Maida replies, she looks down at his feet and is thrilled and fascinated; he has only one overshoe. She starts to point an accusing finger at him when his partner, who has crept up behind, pulls the sack down over her head.

" 32 Parke Laird's cab is held up by cross-street traffic; he yells for the driver to go ahead and then glances apprehensively back to see if Miss Van Derbury is still there; he feels guilty. He looks back just in time to see his supposed fiancee her head in a sack, thrown into a ramshackle old taxi that has been standing by the curb. He feels it is his duty to pursue her, and orders his cabby to turn around.

" 33 Pursuit of cabs in the city.

" 34 Interior of Maida's cab, as Maida kicks her outraged captors in the shins. She evidently chooses very tender places as the tears come to the thug's eyes, and it is only because each muffles the other's screams that they do not make so much noise that it attracts attention.

" 35 Parke's car is blocked in traffic, but he gets out and sprints after the other one, swinging himself up behind just as they leave the crowded city.

" 36 On a sudden turn the car takes, Parke, who is clinging desperately, is jounced into the road, where he sits, staring woefully after the departing car, which fortunately turns into a

gate while it is still in sight.

" 37 Maida's car draws up before the door of the deserted house. Handling Maida with extreme care, as she has already injured them, the thugs remove her from the automobile and take her into the house.

" 38 They seat her in a chair. The room is evidently one of a house closed for the seasoh, with the chairs swathed in linen.

" 39 Parke Laird picks himself up from the road and approaches the deserted house. He circles it cautiously. He tries to pry open one of the shutters, but fails to do so.

" 40 Inside, the thugs are tying up Maida. As they stoop to fasten the cords bound about her legs, one of Maida's hands comes gropingly from under the edge of the sack, which still swathes her, and encounters the butt of a revolver sticking out of the thug's pocket. Very cautiously, she withdraws it, which she is successful in doing, as just at this moment the thug's attention is attracted by the noise that Parke makes at the shutters and sees his fingers sticking through. He calls the attention of his fellow and they leave Maida partially tied to cross to another shutter and peep out.

" 41 Parke leaves the shutter and cautiously approaches the front door.

" 42 The thugs watch Parke and seeing where he is going leave the room. Maida conceals the revolver and the hand which holds it in a fold of her dress.

" 43 Inside the front door, the two thugs stand with bludgeons poised. The door opens and Parke sticks his head cautiously in. The bludgeons fall on the back of his neck, and he falls on his face. He is hurriedly dragged into the entrance. The thugs, quite set up with this successful piece of dirty work, return to Maida.

" 44 Very cautiously, the thugs pull the bag from Maida's head. They stand astounded. They have been and gone and kidnapped the wrong woman. Maida sees their astonishment; she is heartily indignant. In their embarrassment, their impulse is to leave, but as they start to do so, Maida calls them abruptly back. She is very angry and they approach her with caution, having already had one taste of her temper. Maida draws out the revolver and threatens them. She makes them put aside an amazing miscellany of the tools of their trade, a brass knuckles, bludgeons, guineas, revolvers, knives, etc. They part with each article with greater reluctance. At last they are stripped of vicious weapons. Maida accuses them of robbing her guardian's house, but they explain that they are only innocent kidnappers and were laying for quite another lady.

" 45 Scene 5 comes back to Maida's mind in which she changed clothes with Miss Van Derbury..

" 45a As the thugs approach to untie Maida, they are both softened and won by her charm, and proceedings are delayed while they stand off to look at her in fatuous admiration. Hard as they are, their innate courtliness struggles to the surface of their rough exteriors, and they are as enamoured and as bashful, and as coquettish, as schoolboys. As they twist and squirm in embarrassed admiration, Maida calls their attention to the fact that they have not yet untied her, and they both spring forward at once to loosen her bonds, coming together with a crash before Maida's feet. This arouses a chivalric wrath, and they growl and glare at each other on their hands and knees, drawing apart snarlingly and making shifts to reach the heterogeneous pile of weapons on the table. Before Maida can stop them, the two Knights of the Underworld have seized weapons, one of them a blackjack and the other one brass knuckles, and they square off at one another to do combat in the lists of love before the unwilling throne of their sudden queen. The one with the brass knuckles gets home the first blow, but while he turns in simpering triumph to Maida the gentleman with the bludgeon gets in a coup-de-grace that brings brass-knuckles with a grunt to the floor. The blackjack thug then proceeds to untie Maida, and as the last cords fall brass-knuckles comes to on the floor, and looks at her as he rubs his head with a dizzy and swooping adoration. Maida, free, makes the two combatants shake hands and returns his cap to one and the missing cap to the other. As she looks at their hard faces, a big idea comes to her. She asks them if they are better safe-crackers than they are kidnappers, and they blushingly admit that safes are their meat. Maida proposes to hire them, and says she will meet them at a low dive which one of them knows of, as she and they both feel too hungry to talk business, and Maida has heard that no crime should ever be committed on an empty stomach. She allows them to resume their weapons.

" 46 Parke commences to stir uneasily in the hall. He is coming to. One of the thugs pencils the address of the dive, and the three conspirators start to leave the room.

" 47 In the entry-way, Maida stumbles over Parke. She stoops over him with solicitude. She borrows an electric torch from one of the burglars and examines it. She is indignant. She gets her handkerchief and a little bottle of cologne out of her bag and tenderly bathes Parke's forehead. As she takes another look at him by the light of the torch she is struck by his good looks and gazes at him with great interest.

Parke groans and murmuringthat he is dying requests Mother to give him one last kiss. Maida, really frightened, and full of compassion for this good-looking young man, takes a hasty look around and gives Parke the motherly comfort that he demands. To her joy andhorror, however, the kiss has a strangely vitalizing effect, and Parke's eyes fly open as he glances at her wildly. He rubs his eyes. His expression is so surprised and beatific that Maidahastily douses her torch and springs to her feet. She holdsthe bottle of cologne, but sheforgets her handkerchief. The thugshave already stolen away. She steals after them.

" 48 Outside the house, the thugs have started their car and are speeding away. Maida, with one curious backward glance at the house, runs hastily off.

" 49 Parke sits up andrubs his eyes. The door has been insecurely shut and it swings open, letting the light fall in his face. He sighs rapturously.

" 50 He has a vision of the face of MissVan Derbury, but the face fades and in its place, between the familiarVan Derbury hat and jacket, the face of Maida appears, as it was when it bent over him. He puts his hand to his head in puzzled wonder, and it comes in contact with two large bumps. He decides it is all a dream. -- All dream, that is, except the bumps. But as he rises cautiously to his feet, he discovers Maida's little monogramed handkerchief clinging to the front of his coat. He examines it in stupefaction. Could it be that the dream was true!

" 51 Maida is seen hailing a cab and getting into it. She shows the driver the address penciled on the card that the thugs have given her. The cab drives off.

" 52 Outside the house, the door opens and Parke comes out, looking for the vision of his dream..

" 53 Maida arrives before the door of the dive. There is a big "Beer" sign, but the word "beer" has been removed, leaving only its shadowed imprint on the faded board. As Maida gets out of her cab, the thugs drive up. She signals caution to them, and all three approach the doorway.

" 54 Interior of dive.
The dive has been transformed into a gaudy ice-cream parlor, and it is filled with a crowd of low revellers already sodden with ice-cream and carbonated water. The door opens and Maida and the thugs come in. The thugs get one look at the changed place and shrink back in terror. They have not seen the place since it has been changed, and this sterilized debauchery is too much for them. But Maida bravely urges them on, and timidly avoiding the circulating lady-bar-keeps they approach a corner table, and over foaming glasses of pineapple soda begin their evil plottings. Maida tells them that she is going to crack a safe, and needs their assistance. The safe is in the Laird house. She will get in there some way, and they are to hold themselves in readiness nearby until she gives them the signal. Until she dismisses them, they are hers to command. She slips them a roll of bills.

(Note: All these ice-cream cellar scenes could be omitted, and the necessary plotting take place in the much more logical set of the deserted house. This would be at once more reasonable and certainly cheaper by the cost of a fairly elaborate set. But there are those who see humor in this plotting situation in the temperance dive. W.S.H.)

*If preferable, use Bungalow apron.

" 55 Maida and the thugs come to an agreement. (There may be possible comedy in having them shake for the drinks, but I think we've used something like this in other pictures.)

" 56 Parke Laird's home.
Parke Laird arrives at his home and finds the house in darkness. He tries the front door-bell and as it does not ring he pounds on the door. A wavering light is seen inside and the butler appears with a candle. He tells Parke that the electricians are working in the house.

" 57 Hall of Laird home.
Parke calls the butler and stumbles over wires which are stretched across the floor. He curses all the electricians and all their work.

" 58 Maida's bedroom.
Maids is getting out things for her proposed trip. She undoes a bundle and shakes out a suit of overalls, and tries the effect before a glass. She puts a book on electricity on the pile of clothes she is arranging to take. She goes to her desk and writes a letter saying that she is going out of town for a few days. Maida believes overalls and a mask as necessary equipment for burglary.*

" 59 (Insert of letter.)

" 60 Maida pins the letter on her pin-cushion. She crosses to her clothes and is going to pack them in her bag but her bag is not where she expects to find it. She hunts wildly about the room and then remembers that she left it in the library. She starts to leave the room to get her bag.

" 61 In the library, her Guardian is seen looking at tickets for SouthAmerica. The door opens, and Maida steps softly in. She does not see her Guardian, whose back is towards her, until suddenly she catches sight of him and dodges behind a chair to hide. She makes a noise in doing so, and the Guardian starts guiltily and conceals his tickets. The Guardian, suspicious, starts to look about the room for the noise and Maida has to sneak from chair to chair, and behind sofas, etc., to avoid him. As she reaches a long sofa, she feels under it and pulls out her bag. Her Guardian, still searching the room; Maida still avoids him. She now has her bag, and clings to it desperately. If she could only get near the door, she would be safe. At last, in desperation, she picks a paper-weight from a table she is concealed behind and throws it into the far corner of the room. The Guardian leaps to that corner to see what it is, and Maida takes the opportunity, as his back is turned, to slip out of the door with her bag. The Guardian picks up the paper-weight and is very much puzzled. He draws his revolver.

" 62 Maida's bedroom.
The door opens and Maida dashes wildly in. She picks up the bundle of clothes and crams it into the bag, concealing it under the bed.

" 63 The library.

the guardian has drawn his revolver and is leaping about the room to find his hidden foe. A sudden suspicion that it might have been Maida comes to him, and he goes to the door.

" 64 Maida's bedroom.
Maida hears her guardian coming. She throws a scarf overthe letter on the pin-cushion and frantically scrambles into her nightgown over all her clothes. She jumps into bed, and switches out the light; so that, as the door opens and her guardian enters, Maida is seen in the glow of the night-light apparently sleeping the sleep of innocence. Her Guardian, standing in the lighted doorway, is reassured, and smiles a crafty smile.

" 65 Parks Laird is seen in his library with a candle before him. on the table. In its feeble rays he sees the face of Maida as it bent over him in the deserted house. The candle burns to an end and goes out. His dream comes to an end, and he gets up to grope his way to his own room, falling over more wires as he does so.

" 66 Maida's bedroom.
The door is closed. Maida cautiously opens one eye and sees that the coast is clear. She sits up in bed; romorrow is to be a day of adventure. The scene fades.

Sub-title: The Next Day.

" 67 Maida is seen coming with her little bag toward the Laird house. She inquires the way of a passing farmer, and he points it out to her. Maida hides behind the stone wall and studies the lay of the land. An electrician's helper appears on the roof and starts stringing wires. Maida idly watches him, wondering how she can get into the house. She sees a man with a bundle of wiring come around the corner of the house. He stops and shouts up at the helper.

Sub-title: "I'll try to send someone up to help you."

The man climbs into his wagon and drives away. On the side of the wagon, Maida reads the sign - "J. SPROAT, Electrician and Plumber." A daring plan occurs to her. She takes her book on electricity and glances wildly through the pages; makes a desperate resolve; puts the book in the bag and marches boldly up to the house.

" 68 At the front door, she rings and the butler opens and asks for her card. She tells him that she is an electrician sent to help. As he shows surprise and incredulity, Maida remembering the sign on the wagon says that she has been sent by Sproat and as this meets with a look of some doubt, stammers in explan ation that she is Mr. Sproat's wife. The butler, still somewhat abashed, indicates that she came in at the wrong door in that case. He ushers her out.

" 69 Kitchen in Laird house.
Babette, the maid, is talking to the cook. The butler

as Mrs. Sproat, but she explains that she wishes to be known as Maida.

brings in Maida and introduces her./ He leaves the room. Before the fascinated maid and cook, Maida puts on her overalls. The door leading to the cellar opens and Sproat's helper, a long-legged, lead-smeared youth, appears. Maida is somewhat upset but bluffs it out and tells the helper she has been sent to take charge of the job. He is filled with a kind of stupid admiration and makes no protest. She asks what he is working on now and he leads her

" 69 to the cellar, where he shows her two disconnected pipes that must be connected. One of them connects with the gas meter, the other with the water meter. Maida takes charge as if she knew all about it and starts screwing in bits of pipe. It is evident that she is confused, but energetic. Vig, after gaping at her a little while, makes a boorish and somewhat loving offer of assistance, and has a heavy Stillson wrench dropped on his toe for his pains. Vig screams in anguish.

" 70 Parke and his father are talking in the library. Parke is telling his father that if Miss Van Derbury is so necessary to his business plan he can marry her himself. There seems to be something in this idea, but the conference is interrupted by Vig's clarion scream. Parke leaves the room to find out what has caused this scream of mortal anguish.

" 71 Cellar.
Vig, holding his injured foot, hops about on the other, but as Maida pays no attention to him he wanders mournfully away. Parke appears and watches the injured man curiously out of sight. His eyes then wander to Maida and he goes closer to see what this supposed workman is doing. He asks her a question, and she, thinking it is still Vig, replies without turning. Parke is angry at her surliness, and taps her on the shoulder. She turns, and he sees to his surprise that "he" is a girl. There is something strangely familiar about her face. Maida remembers him, but fervently hopes that he does not recognize her. She hastily returns to her work. Parke, watching her, and catching one or two glances that she cannot help stealing at him, decides that even if he does not remember her - and still the hazy feeling persists that he has seen That Face somewhere - she is the loveliest girl he has seen in his life, smudged though she is. If she were only washed, there would be no fairer in the land. Maida picks up the giant wrench that she dropped on Vig's toe, and struggles at a pipe with it. Parke can stand this no longer. He reaches out and helps pull on the wrench. In the effort their hands overlap, and their heads come perilously near. They look at each other and laugh. Parke picks up a small piece of pipe, and together they connect it, but it is now evident to the audience that the haze of love at first sight has so obscured the vision of Maida and her volunteer assistant that they have connected the water pipe with the gas meter, and the gas pipe with the water meter.

" 72 Another part of the cellar.
Vig, the helper, in another part of the cellar, is absently tapping along the wall with a hammer. He strikes a spot that is hollow; is immediately interested. He hits the spot a

two-handed wallop, and a brick disappears and moisture runs down the wall. The young man sniffs this first, then licks it, and then reaches through the hole he has made, pulling out a broken bottle, which he tosses aside. He reaches in again and pulls out a full bottle, which he looks at with gloating admiration. He knocks the neck off the bottle with his hammer.

" 73 Upstairs.
Laird, Sr., is preparing to take a bath. He is in his dressing-gown and has an unlit cigar in his mouth. He turns on the faucets of the bath-tub, but nothing happens. In the

" 74 In the cellar, Maida and Parke are getting together the tools, as Maida prepares to look for work in another part of the building (and incidentally for the safe.) Maida shows her soiled hands with a laugh to Parke, and he takes out his handkerchief and holds one hand after another while he wipes away the lead stains.

" 75 Upstairs in Laird's bath-room.
Laird raps angrily on the pipe with his tooth-brush.

" 76 Cellar.
Parke and Maida start guiltily. They hear the rapping. They know that someone is angrily demanding water. The valves of both pipes are shut off. Maida feels that she has just been saved from a mistake, and turns them on.

" 77 Bath-room.
Laird, Sr., still angrily waiting for water, lights his cigar and throws the match into the tub. An explosion occurs which hurls him through the door into the next room.

" 78 Maid's room.
The maid, Babette, has attached her curling iron to the gas-jet by a tube. She turns about and applies a match, but instead a shower of water deluges her.

" 79 Cellar.
Maida and Parke have heard the explosion. They rush upstairs.

" 80 Another part of the cellar.
Vig, very drunk, hears the explosion and murmuring, "Hurray, Fourth of July!" staggers for the stairs.

" 81 Laird's room, outside bath-room.
The elder Laird, with his eyebrows and part of his moustache singed off, lies on his back in his bath-robe, kicking vigorously and exposing his Boston garters about his plump legs.

" 82 As Maida, Parke, and lastly the staggering Vig, come into the room, the elder Laird arises in a fury. Seeing Maida in workman's clothes, he seizes her by the shoulder and drags

" 83 her into the bathroom. The water-tap is burning brightly and the shower-bath is on fire. He shakes his fist under Maida's nose, when Parke interferes. Then for the first time the elder Laird recognizes Maida's sex. He is bashfully and indignantly conscious of his bath-robe. He storms from the room, colliding with the intoxicated Vig, who embraces him warmly. Maida surveys the elder Laird coldly: So this is the villain!

" 84 Parke is asking Maida if his father has hurt her, when Babette rushes in, her curls and her complexion seriously injured with water. She is gesticulating wildly.

" 85 The elder Laird, blaming Vig as the cause of all the trouble, kicks him heartily. Vig sinks to the floor, and Laird swings back for a parting kick, but lands his stocking foot against the wrench which Vig has put in his back pocket. The elder Laird nurses his foot and expresses his rage and indignation so loudly and in such language that Maida is terrified. She instinctively shrinks back against Parke for protection as she puts her hands over her ears. Parke takes advantage of the situation and protects her to the best of his ability. Vig rises wrathfully from the floor and announces that he did not take the job to be treated in this fashion. He will go away at once and leave them flat. Considering the state the house is in, Laird hastily apologises, and Parke joins his father in his entreaties to Vig. Maida, in a panic at being left all alone, also pleads with Vig to stay, but Vig with haughty and somewhat unsteady dignity refuses to be mollified, and stalks from the room. The elder Laird is in despair, but he suddenly remembers Maida and says that now they will have to put all their trust in her. In this acute labor situation, Laird has lost all his pompous manner, and he begs Maida humbly to help him out. Maida must stay right on the job while she finishes; she shall have the best of everything. Babette will show her her room. She cannot leave them in this extremity. Parke, for quite other reasons, begs her to stay, and Maida consents as she has not yet located the safe. And besides, there is something about Parke -- Laird beckons her to the window; at least, she cannot drive

" 86 back with Vig. That young man is seen driving away, with some of his tools, and the whole case of Laird's private stock in the back of his wagon. He has evidently washed his hands of the whole job.

" 87 Outside, behind the stone wall, we see the thugs reconnoitering. This is the address that Maida has told them to come to. They wonder where she is, and scout around the house. Maida

" 88 Maida has been shown to her room by Babette. She gets out of her work clothes, while Babette unpacks her bag. Babette is enraptured by a pretty dress she finds in the bag, and insists that Maida put it on. Maida is persuaded.

" 89 Parke is seen in the cellar rectifying the mistake that Maida has made.

" 90 Maida steals into the library, looking very sweet in her gown. She is searching about the library for the location

of the safe, when Parke enters. She starts guiltily as he comes in, and he starts too - with admiration. He comes forward to take her hand, holding her off and admiring her. Maida reminds him that she is just the workman on the job, and he asks her out to inspect lighting on the grounds, telling her that new lights are to be put in the pergola.

" 91 Outside, Maida looks about curiously. She is wondering when her thugs are going to arrive. She asks Parke if he is not afraid of thieves, so far away in the country, and Parke shows her an enormous dog-kennel. He whistles and a frightful-looking bull dog comes out of the kennel. He looks a match for any thief. Maida is afraid of him, and shrinks against Parke. Parke and Maida leave the dog and stroll towards the pergola. As they disappear, the two thugs appear from inside the dog-kennel, crawling out on their hands and knees. The dog licks the faces of his two new bed-fellows. Evidently the thugs have found housing for the night. They tell the dog to look out for strangers, and follow after Maida and Parke.

" 92 In the pergola, Parke tells Maida that she reminds him strangely of someone he has seen somewhere. Maida tries to call his attention to the lights. Parke, swept away by love, tries to take Maida in his arms. Over a nearby bush appears the head of one of the thugs. He fears Maida is being hurt, and is furious with jealousy. He poises his blackjack over Parke's head just ready to strike. Maida frantically signals to him not to, and stumbles against Parke to push him aside as the blackjack descends. She turns and stands in front of the place where the thug has disappeared. Parke, who is now on the other side of her, again tries to take her tenderly in his arms. From a bush behind him, the other thug rises and threatens him with a blackjack. Maida gestures to him frantically. This time Parke sees the gesture, and, seeing him see it, Maida changes it into a gesture of pointing.--- That would be a good place to put one of the lights. Parke gets out the little handkerchief that he has treasured and shows it to Maida. He is trying to identify her as the girl of his dreams, and pretends that he has just picked it up. Maida reaches forward to take it, but the first thug bobs up with a gesture of warning. She catches herself, looks at the handkerchief indifferently, and returns it. Parke is puzzled and disappointed.

93 The crooks are seen behind the bushes sentimentally enthusing in the light of the moon over Maida's beauty. One of them so far moved by his innate poetical nature that he makes a theatrical gesture towards the sky and in doing so stumbles.

94 Back to Maida and Parke. Parke, who has had a growing feeling that he is watched, hears a noise and dashes into thebushes, leaving Maida alone. He sees a dark figure running and follows
95 it. As Maida stands undecided, the bushes part, and the villainous face of the other crook shows itself. He clasps his hands and looks adoringly at Maida, but she warns him. He asks her if she has located the safe and Maida says No, but this will be a good opportunity. She turns towards the house.

96 In the dark, Parke is seen still chasing the other crook who plays hide-and-go-seek among the shrubbery, luring him farther away.

97 In the dark library of the Laird house, Maida feels her way about, trying to locate the safe. She falls in a hole in the floor. There is a blinding flash and she shrieks for help. Parke, much out of breath, rushes in. He switches on the lights and with great concern pulls Maida out of the hole. He shows her where the floor has been taken up for wiring, and indicates that this wiring isbeing put in to protect the safe, which he shows her behind a little curtain. When it is completed, the safe will be highly charged with electricity, and therefore unsafe. As he points out the safe to her, the thugs are seen peering through the window at them. They see the safe and licks their lips in glad anticipation. Maida sees them and behind Parke's back vigorously waves them away. In unison, they throwher a kiss and drop from sight. Maida tells Parke that she must retire. He is the lover again and tries to detain her, so effectively this time that Maida almost waters, but she leaves the room.

98 Parke, left alone, sighs rapturously. The thugs have appeared at the window again and they grind their teeth in jealousy. Parke starts to leave the room and the thugs start to open the window. He turns back, the window goes down. He starts again, switching out the lights as he goes. The window opens immediately and the two thugs come in. They cross the room to the safe and kneel before it to commence operations. They make a little noise. Maida appears in the curtained doorway and signals them to caution and hurry. But as one of them starts to drill his way into the safe, he is so distracted by looking at Maida that he jabs the drill into his confederate, who shrieks. Maida shrinks back between the doorjamb and one of the curtains, and as she does so Parke enters between the curtains, drawn revolver in hand. He switches on the lights and covers the thugs with the revolver. He backs them against the wall.

99 Maida is seen in the hallway peeping through the curtains and wondering what to do; things are going very wrong. She makes up her mind and dashes through the curtain as if she has run all the way down stairs.

100 Maida enters and rushes up to Parke. She is apparently horrified but she makes much of Parke, calling him a hero. Parke is rather pleased with himself. One of the thugs tries to attract Maida's attention by plucking at her dress, but she kicks him viciously in the shins to keep quiet. She offers to keep the thugs covered while Parke telephones for the police. Parke admires her bravery. He hands her the revolver with many cautions and leaves the room. Maida borrows a bludgeon from one of the thugs.

101 In a far corner of the hall, Parke is seen telephoning. He is unable to get his number and jiggles the receiver frantically.

102 Maida tells the thugs to get under cover until a better opportunity, and cautions them that when they do get the safe open they are only to take the papers she is looking for. They are not to touch anything else. At this they wink knowingly at each other. They cross to the window and drop out. Maida lies down carefully on the floor; the first position she finds uncomfortable, and so tosses some sofa-cushions onto the floor and places herself in a stricken position upon them. She places the blackjack near her head and gives a muffled scream. She raises her heada little to see if Parke is coming. Nothing happens, so she screams louder, and puts her head down quickly.

103 Parke is still nervously jiggling the receiver hook. He hears the scream and leaves the 'phone so hurriedly that he takes the receiver with him.

104 Parke enters and to his horror sees that the birds have flown. He looks around wildly for Maida and sees her lying stricken on the floor with the brutal blackjack near her head. He falls on his knees beside her and gathers her in his arms, asking her if she is dead. Maida squeezes her eyes tight and is as dead as possible. Parke kisses her. Maida opensher eyes and says "Where am I?" Parke starts to release her, but she swoons again. Parke applies the same restorative. Maida comes to and with cold dignity disengages herself. She asks him if he has kissed her, and he hastily denies even the thought of such a thing. Maida relates how she had been hastily struck by one of the thugs.

105 The thugs and the bull dog are shown crawling into their kennel and curling up for the night. In these close quarters, it is hard to tell them all apart.

106 We see Maida bidding Park goodnight; she gives him her hand. He stoops over to kiss it, but she shakes his hand vigorously and leaves him with a laugh. Parke stands gazing after her, the world forgotten. The scene fades.

107 Sub-title: Next day.

Ed Sproat, a coarse-looking plumber, comes out of the doorway of his house (or shop) to find one of his wagons standing in front of the door; the horse is half-asleep, and there is apparently no driver. Sproat climbs up on the wheel and from the depth of the wagon pulls up Vig and shakes him awake. Vig seems to have a headache. Vig tells Sproat that he has left the job;that he didn't like the new boss. Sproat asks him what he means and Vig tells him that a beautiful young lady has appeared, who has announced that she is Sproat's wife and taken charge of the job. Sproat expresses surprise and then a dawning and evil satisfaction. We see that he is going to put Maida's indiscretion to some selfish use.

108 Maida is seen connecting wires, with Parke helping her. They both seem to have some trouble in sticking to business and Maida has to be very severe with Parke.

109 In Maida's library, Morrell, her guardian, has packed his bags

and trunks; they are stamped for South America. He gets out the package of Maida's securities, and looks over them to be sure that they are all there. He rings up the elder Laird by 'phone to arrange to see the securities.

110 Laird, Sr's bedroom. He puts down the 'phone and rings for his breakfast.

111 Babette and the cook are seen in the kitchen. They hear (and see) the bell ringing and take Laird's breakfast, which is on a tray, and put it on a dumbwaiter. Babette presses an electric button, but nothing happens. She goes off to find Maida.

112 Maida and Parke have finished the job they are working on and gather up their tools. Babette enters and gets Maida to see what is the matter with the dumbwaiter.

113 Old Laird is growing impatient; he rings long and loud, and opens the door of the dumbwaiter shaft by his bed to see what is the matter. He shouts down the shaft and slams the door.

114 In the kitchen, Babette and the cook entreat Maida to hurry as Laird is getting angry.. Parke again volunteers his assistance. Maida, not having the slightest idea how the dumbwaiter works, climbs inside. She tells Parke to push the button so she can see the workings. Parke pushes it, and to their horror the dumbwaiter shoots out of sight.

115 Laird's bedroom. The doors of the dumbwaiter shaft fly open and the struggling Maida and Laird's breakfast shoot out onto the old gentleman's bed. Tableau. Laird is indignant, but hides behind the edge of the sheet and peeps over at Maida reprovingly. She may be an electrician, but this is no way for her to come into the room. Maida gets up and hurriedly makes her escape.

116 In the kitchen, all is excitement. The cook is so interested that something starts to burn in the oven. The smoke attracts her attention and she opens the oven door just in time to rescue some pies. She puts them on thewindow-sill to cool.

117 Outside the building, the thugs are seen pathetically tightening their belts. They catch sight of the pies, sneak up and reach them down from the window-sill, dividing them fairly with the dog. I

118 In Laird's room, Laird is seen gulping down what remains of his breakfast. He slips on a bathrobe and goes into the bathroom for his morning plunge, closing the door behind him.

119 Maida enters the kitchen. She is rather put out and takes Parke to task for pushing the button. The cook goes to the window to take in her pies, and finds the plates empty.

120 Maida's guardian comes out of the house and gets into his touring car, and orders the chauffeur to drive him to the Laird

estate.

121 On a country road, Sproat is seen driving to the Laird place with a look of evil anticipation.

122 In an upstairs hall, Maida and Parke are looking for work to be finished. They knock on the elder Laird's door, but there is no answer. Parke opens the door and they come in. Maida, when she sees what room it is, shows some hesitation as her last entrance there has been unfortunate. But Parke assures her there is no one there. She asks Parke the reason for the trick elevator and Parke tells her that on account of his father's occasional rheumatism everything is arranged conveniently to his bed. He even has a bath-tub which will slide into the room on the pressure of a button. Parke presses the button to demonstrate, and the bathroom door swings open and the elder Laird, clad in lather, is shot violently into the room. Maida tells Parke she will never speak to him again and flees, leaving Parke to square matters with his angry father.

123 Maida bursts violently into her own room, and commences to pack her bag. The safe will be cracked tonight, and she will leave there forever.

124 In the cellar. On the floor, beneath the place in the wall where Vig broke the hole, lies a broken bottle. A pool of liquor is about it. The dog enters and tries it tentatively. He wags his tail, and commences eagerly lapping it. He swaggers jauntily off.

125 The two thugs peer anxiously from their dog kennel. Traces of pie are on their faces. They wonder where Fido has gone. Their anxiety is relieved. Fido rolls up on his sea legs. He affectionately starts to lick the pie from their faces. Their hard countenances are lit with a look of perfect beatitude. They hold Fido off tentatively, then pull him near and sniff him. Their surmise is correct.

126 Sproat arrives in front of the house and rings the bell. The door is opened by the butler. Sproat tries to push past him but is restrained. He indignantly demands to see "his wife." Parke, attracted by the altercation, comes to the door. Sproat reiterates his demand to see his wife. He describes Maida as the lady-electrician who came to the place to assist Vig. "His wife!" Parke is stricken. He sickly motions the butler to let Sproat pass. The butler points Sproat upstairs. Parke is in a state of dreadful gloom.

127 Fido is seen leading the thugs across the lawn. He looks back at them confidently, and beckons with his head for them to follow. He dives in an open cellar window, and the thugs follow.

128 Sproat is seen knocking on the outside of Maida's door. He peeps through the key-hole. This is going to be more interesting than he expected.

129 Maida is finishing her packing. She hears the knock just as she shuts her bag. She calls "Come in!" Sproat enters

leeringly. Maida shrinks back in alarm, demanding to know who he is. He tells her that he is her husband. Maida remembers --

130 Cut-back to SCENE 68, where she tells the butler that she is Mrs. Sproat.

131 Back to Maida's room. Maida, with a look of horror, waves Sproat away. She tries to laughingly explain that it was all a joke, but Sproat still advances. She offers him money to go away, but he indicates that he prefers her to money. When she can retreat no further, he takes her in his arms. Maida struggles and fights. He dares her to scream and call the household. She almost wrenches herself free, but is caught again. Just as the loathly face of Sproat approaches hers, the thugs jauntily appear in the doorway. They are happily wiping their mouths on the backs of their hands, but when they see what is happening to their adored employer a horrible rage transfigures them. With one accord they whip out their blackjacks and crash them down on Sproat's head. Sproat sinks to the floor, unconscious, while the thugs pose before Maida, asperfect tableau of virtue. She orders them to take Sproat far, far away, and gives them money. The thugs exit with the limp Sproat between them.

132 On the road, Maida's guardian is seen still approaching; he is leaning over to tell the chauffeur to go faster.

133 On the front steps of the house, Parke sits, contemplating suicide. Maida comes out the front door and addresses a question to him. He covers his eyes and shakes his head sadly. Maida knows what is the matter, but she cannot tell him. She sees her Guardian's car approaching. She recognizes her guardian, and giving up any attempt to cheer Parke retires into the house. Her guardian drives up and is welcomed by Parke, who leads him into the house.

134 The elder Laird is seen sitting in the library. The curtains behind him part, and Maida's face appears for a moment. As she watches him, Parke and her guardian enter, and she quickly withdraws. It is growing dark, and the elder Laird switches on the light.

135 Down by the railroad tracks, an open freight train pauses to take water. The thugs, still carrying Sproat, come up and heave Sproat into a flat car. The train pulls out, and the thugs make out toward the Laird estate.

Library.

136 The guardian is proposing the sale of the securities he carries. The elder Laird examines them and sees that they are in Maida's name. He wants to know why.

137 Maida in the hall, outside the curtains, has a start of surprise. She realizes that her guardian is the crook, and not the elder Laird. She bursts through the curtains.

138 The guardian springs to his feet as he sees Maida enterthe room. He knows that all is over. Maida denounces him.

As she does so, Parke realizes the situation. She is not Mrs. Sproat at all, but the ward of the wicked Morrell. Morrell falls on his knees and begs for mercy. Parke picks up Maida's securities and glances inquiringly at Maida. Maida tells her guardian he may go. He scrambles up and makes an ignominious retreat. The faces of the thugs appear at the window. Parke stretches out his arms to Maida, but she blushingly indicates his father is still present.

139 Outside, the thugs are snatching flowers from the flower-bed and moistening them with their tears.

140 As the elder Laird seems rather dense, Parke points him to the door. He comprehends at last, and wishes to stop and say: "Bless you, my children!" but is thrust from the room. Again, Parke stretches out his arms to Maida, but as she starts toward them the window opens and the thugs vault in. They each have a bouquet as an engagement present for their beloved employer.- They have sensed what is happening. Maida receives the bouquets, and the thugs back bowing to the doorway, where they stand together simpering benignly at the young couple. One twitches the sleeve of the other, and he reaches toward the electric button on the wall. Maida raises her hand to stop them, but he pushes the button and the lights go out. In the pale light that streamm through the window, Maida at last goes into Parke's arms.

WARK PRODUCING CORPORATION

and

UNITY PHOTOPLAYS COMPANY.

A G R E E M E N T

#1313

Nerves fulfilled

Baby 2nd

THIS AGREEMENT, made the 6 day of ~~February~~ March, 1920, by and between WARK PRODUCING CORPORATION, organized under the Laws of the State of New York, hereinafter referred to as the "Lessor", party of the first part, and UNITY PHOTOPLAYS COMPANY, organized under the Laws of the State of Illinois, herein referred to as the Lessee, party of the second part.

W I T N E S S E T H :

WHEREAS, the Lessor has produced certain motion pictures entitled "THE FALL OF BABYLON" and "MOTHER AND THE LAW" from the copyrighted motion picture photoplay "INTOLERANCE", and

WHEREAS, the Lessee desires to acquire exclusive rights of distribution and exploitation of said motion picture productions, "The Fall of Babylon" and the "Mother and the Law" in the territory hereinafter described and for the time and upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises, and of the mutual covenants and agreements herein contained, the parties hereto do covenant and agree as follows:

FIRST: The Lessor hereby grants to the Lessee the sole and exclusive right, subject to the performance of the terms and conditions required to be performed by said Lessee, to distribute or exploit the aforesaid motion picture productions entitled "The Fall of Babylon" and the "Mother and the Law" (but only in a dignified manner commensurate with the artistic qualities of the production, as prepared by the Lessor, and with appropriate musical

accompaniment) in the State of Illinois, except that part of said State known as Cook County which is expressly reserved from the provision hereof until such time when the present contract had by the Lessor herein with Ascher Bros. of Chicago, Illinois, for the exhibition of the aforesaid pictures in Cook County shall have been completed and from that time on said territorial rights in said Cook County shall be included in the territorial rights, hereby leased as aforesaid, and not elsewhere, for a period of four years from the date hereof.

SECOND: The Lessee shall pay to the Lessor in the manner hereinafter set forth for the territorial rights hereby granted the sum of $8,000. as follows:

Five hundred cash paid before the execution of this agreement, receipt of which said sum is hereby acknowledged.

Four thousand Dollars within sixty days from the date hereof and Thirty-five hundred ($3500.) Dollars within one hundred and twenty (120) days from the date hereof.

THIRD: The Lessor further agrees to deliver to the Lessee, within Sixty days, one print of either of said photoplays on the receipt of the first payment of Four thousand ($4,000.) Dollars as aforesaid, and a print of the other photoplay not so delivered within one hundred and twenty days on the receipt of the second payment of Three thousand five hundred ($3,500.) Dollars, on the delivery of each or either of said prints the Lessee is to pay therefor a further sum or sums at the rate of 6¢ per lineal foot of film for each of said photoplays so delivered as aforesaid, said prints, however, to remain the property of the Lessor and to be returned to the Lessor as herein after more fully provided for. And the Lessor further agrees as long as the negative of each or either

of said photoplays are in existence to furnish to the Lessee prints or parts of prints (in lengths, however, of not less than one hundred (100) feet in the continuity of the story as delivered) of said production during the life of this contract at the rate of Six (6¢) ~~per~~ cents per lineal foot, but such prints or parts thereof shall be used only in the continuity as furnished by the Lessor. Every print delivered by the Lessor to the Lessee hereunder is to be returned to the Lessor at its option, four years from the date hereof; and if lost or destroyed the Lessee shall supply affidavits covering the cause of its loss or destruction.

The Lessee assume existing booking contracts in the territory above described, and agrees to pay all preliminary expenses in connection with said booking contracts, except such contracts had in Cook County as aforesaid.

FOURTH: The Lessee covenants and agrees that neither the Lessee nor the agents, servants or employees of said Lessee, will, with their knowledge, copy or duplicate said film or any portion thereof, or permit the same to be copied or duplicated, and that neither the Lessee, nor the agents, servants or employees of said Lessee will with their knowledge exhibit or cause to be exhibited any of said films in any territory other than that covered by this agreement, and that the Lessee will use every effort to enjoin and restrain the use of any copy of said productions not authorized by the Lessee to be exhibited within the territory aforesaid.

FIFTH: The Lessee further agrees, in the event of the loss or destruction of any film, to notify the Lessor by telegram or telephone forthwith.

SIXTH: The Lessor will supply the Lessee with lithographs of the said productions at cost, and at which the same are supplied to the Lessor, and the Lessee agrees not to use or knowingly permit to be used within the territory hereinbefore described any lithographs not supplied by the Lessor nor any advertising matter not approved by it.

SEVENTH: The Lessee shall use only such advertising matter as shall be furnished or approved by the Lessor and the Lessee shall purchase from the Lessor such heralds and advertising matter at cost. All lithographs, heralds and other advertising matter and accessories sold by the Lessor to the Lessee shall be re-sold by the latter at an advance not exceeding ten (10%) percent on the price at which the same are sold to the Lessees.

EIGHTH: It is understood and agreed that the positive prints which shall be delivered to the Lessee hereunder shall be used by said Lessee only in accordance with the express provisions hereof and shall not be shipped or used outside of the territory hereinbefore specified, and the title thereof shall be and at all times remain in the Lessor.

NINTH: The Lessee shall not act or hold themselves out as the agents of the Lessor and no thing herein contained shall be construed to constitute a partnership between the Lessor or Lessee hereto.

TENTH: This agreement is personal and shall not be assigned by the Lessee without the prior written consent of the Lessor.

ELEVENTH: In the event of the failure of the Lessee to pay the Lessor any money agreed to be paid to the Lessor by any provision in this agreement, the Lessor shall have the option of terminating the rights herein granted to the Lessee by giving ten (10) days' notice by registered mail to said Lessee and thereupon upon the expiration of the time specified in said notice, unless such moneys in the meanwhile are paid, such rights shall immediately cease and determine, it being distinctly agreed that the waiver of any default in payment in any instance shall not operate as a waiver in any other instance.

TWELFTH: In the event of the breach by the Lessee of any of the other conditions in this agreement contained or in the event of the filing of a petition in bankruptcy by or against the Lessee, the Lessor may call the attention of the Lessee to such breach by registered mail and if such breach does not cease or is not remedied within ten (10) days after the mailing of such notice the Lessor shall have the option of terminating the rights herein granted to the Lessee by giving five (5) days' notice by registered mail to the Lessee and thereupon upon the expiration of the time specified in such notice such rights shall immediately cease and terminate; it being distinctly agreed that the waiver of any breach in any instance shall not operate as a waiver in any other instance.

THIRTEENTH: In the event of the termination of the rights of the Lessee as set forth in the two preceding paragraphs hereof, such rights shall immediately revert to the Lessor, and the Lessee shall forthwith return to

the Lessor all positive prints and all unused advertising matter relating thereto which shall have been delivered to the Lessee hereunder; it being understood and agreed that the termination of the rights herein granted in the manner hereinabove provide shall not constitute a waiver of any right, claim or remedy of the Lessor by reason of such breach.

FOURTEENTH: The Lessor shall not directly or indirectly distribute or exhibit said picture in said territory during the term of this agreement, except as aforesaid in Cook County.

FIFTEENTH: All notice hereunder may be addressed by either of the parties hereto to the other as follows:

To the WARK PRODUCING CORPORATION at Room 720, Longacre Building, City of New York.

To UNITY PHOTOPLAYS COMPANY, 207 So. Wabash Avenue, Chicago, Illinois.

SIXTEENTH: This contract being signed and entered into in the State of New York, it is hereby agreed that the law to be applied to any matters arising hereunder shall be that of the State of New York.

SEVENTEENTH: It is further understood and agreed by the parties hereto that this instrument embodies the whole agreement of the parties and no representations, warranties, covenants or promises made by any representative or agent of the Wark Company or any other Company shall be binding or considered a part of any agreement between the Lessor and the Lessee unless herein expressly contained and no variation or modification of this agreement shall be made except in writing signed on the part of the Lessor by its President, who it is

mutually agreed is the only person authorized to sign the same on behalf of the Lessor.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

WARK PRODUCING CORPORATION

By Albert W. Bamsbach Pres

Unity Photoplays Co

By Frank J. Lambrecht Pres.

ENGINEERS DESIGNERS MANUFACTURERS

MAXWELL ENGINEERING & MANUFACTURING CO.
TRANSMISSION LINE EQUIPMENT
61 BROADWAY
NEW YORK

CABLE ADDRESS "MEMCO"
TELEPHONE BOWLING GREEN 7386

M. P. MAXWELL, PRES. & GEN'L MGR.
R. A. SANDT, CHIEF ENGINEER

Studio

ELECTRICAL SPECIALTIES
- JOHNSON TRANSMISSION LINE TAP CLAMPS
- INSULATOR CHANGER
- INSULATOR FAULT FINDER

TRANSMISSION LINE EQUIPMENT
- SEAMLESS COPPER SPLICING SLEEVES
- PROTECTIVE SLEEVES
- VERTICAL AIR BREAK SWITCHES
- DISCONNECTING SWITCHES
- SUSPENSION SWITCHES
- CHOKE COILS
- HORN TYPE FUSE SETS
- LIGHTNING ARRESTERS
- BUS SUPPORTS (REVERSIBLE)
- OVERHEAD CROSSING SETS
- CARBON GROUNDING CONES

TRANSMISSION LINE HARDWARE
- STRAIN CLAMPS
- SUSPENSION CLAMPS
- 3-BOLT CLAMPS
- ARCING HORNS
- LEE CLAMPS
- INSULATOR CLAMPS

SUBSTATIONS (OUTDOOR TYPE)
- STEEL TOWERS

SUBSTATIONS (INDOOR TYPE)

New York City,
March, 6, 1920.

Mr. Albert H. T. Banzhaf,
New York City.

22KV Substation
D. W. Griffith Studio.

Dear Mr. Banzhaf:—

In giving the question and clause relative to Interruptions to Service Guarantee more thought and study we believe the following to be pertinent to the griffith lighting contract:—

Interruptions:—

In case the Power Company shall fail to furnish power in and as provided by the contract when required by the Purchaser, the Power Company agrees to pay the Purchaser and the Purchaser agrees to accept in full satisfaction for all damages suffered by reason of said interruptions an amount equal to the amount which would be due to the Power Company for the K.W. hours of electric energy that would have been taken by the Purchaser during the period of said interruption, if said interruption had not occurred, the load to be determined by the previous knowledge of the Purchaser's load requirements.

Each party shall use the greatest possible speed in rectifying the cause of trouble.

Interruptions of not exceeding five (5) consecutive minutes, or a total of twenty-five (25) minutes in any calendar day shall be disregarded.

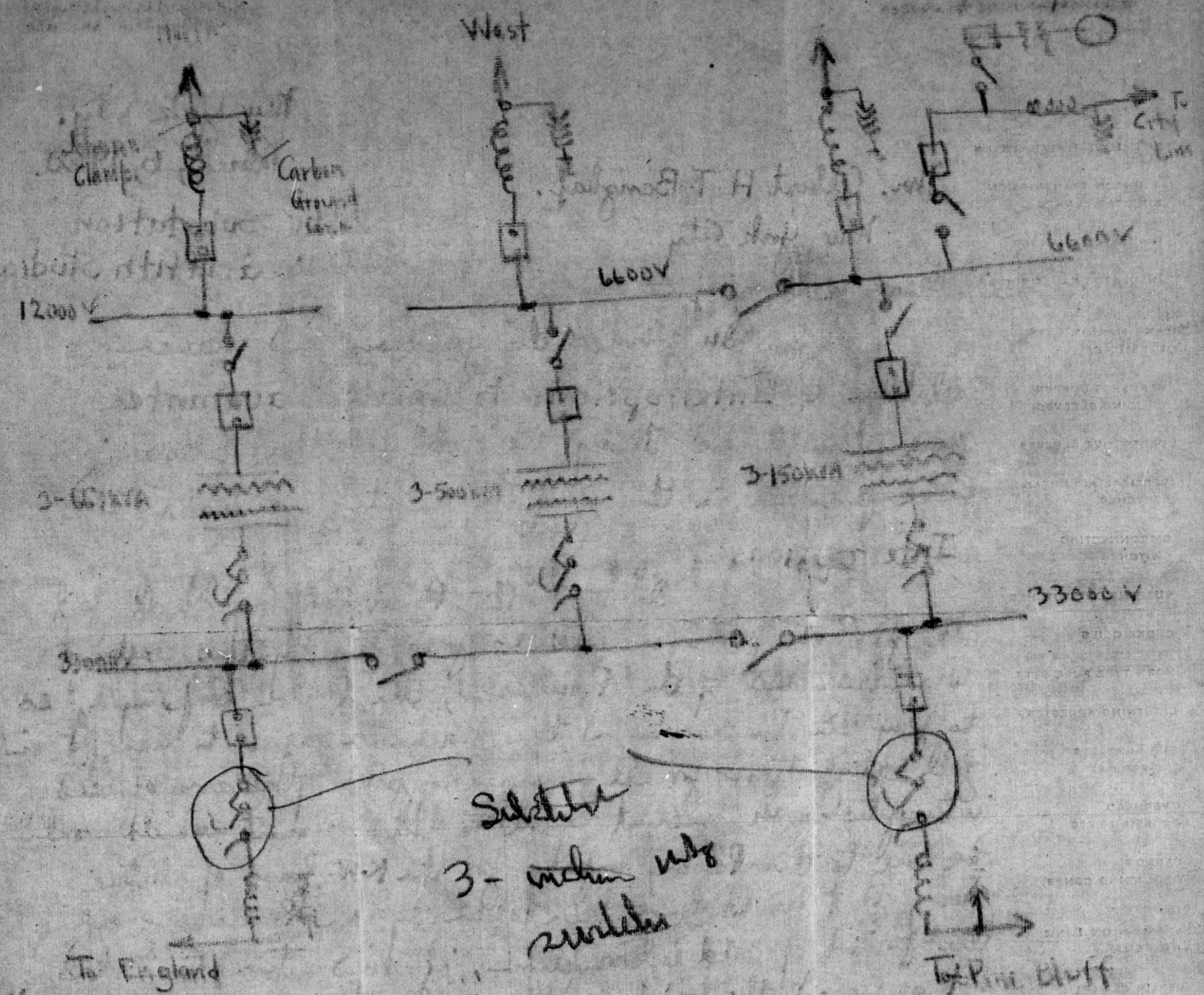
Trusting you may be able to have these points incorporated in your agreement, we are

Very truly yours,
Maxwell Engineering & Mfg Co
By R. A. Sandt
Chief Engr.

Will be in N.Y. Wed. A.M.

ONE LINE DIAGRAM

Arkansas Power & Light Co.
STUTTGART
Switching & Substation
33000/12000/6600 Volts



Substation
3- outdoor oil switches

MAXWELL
Engineering & Manufacturing Co.
High Tension
Transmission Line
Outdoor Substation Equipment
61 Broadway New York City

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TELEPHONES
MAMARONECK { 1190, 1191, 1192, 1193, 1194, 1195

D. W. GRIFFITH STUDIO
ORIENTA POINT
MAMARONECK, N. Y.

March 10, 1920.

Mr. A. H. T. Banzhaf,
2 Rector St.,
New York City.

Dear Mr. Banzhaf:

I herewith wish to confirm our verbal arrangement to pay you a bonus of 5% of the net profits on the following pictures:

" THE GREATEST QUESTION" N-1

" THE IDOL DANCER" N-2

" LOVE AND THE LAW" N-3

" WAY DOWN EAST" U-1

Very truly yours,

D. W. Griffith

Stories
Java Head

LAW OFFICES
FRANCIS E. BREWSTER
I. HAZLETON MIRKIL
HAZLETON MIRKIL, JR.
J. MICKLE HEMPHILL

527 LAFAYETTE BUILDING
N. E. COR. 5TH AND CHESTNUT STREETS
PHILADELPHIA

March 11, 1920.

Albert Banzhaf, Esq.,

2 Rector Street,

New York City.

Dear Sir:

Enclosed please find redrafted assignment of World Rights in "Java Head" which is an exact copy of your original assignment with the following exceptions:

1. Slight correction as to Mr. Hergesheimer's residence.

2. The second paragraph on your page 3 has been entirely redrawn to cover only the validity of Mr. Hergesheimer's original copyright, which is done in accordance with our telephone conversation of yesterday.

3. The last paragraph is struck from the assignment and made the subject of an agreement for Mr. Griffith to execute, which I have placed at the foot and end of the assignment, it being drawn in accordance with our understanding in yesterday's telephone conversation. This is also referred to in first paragraph of the assignment. Jmcch.

You will also please find enclosed a letter to Mr. Griffith on the subject of the production of "Java Head" for Richard Barthelmess, which was also outlined in our telephone conversation of yesterday. I am forwarding a copy of assignment to Mr. Hergesheimer for execution. It will be returned to me tomorrow and I will then forward same to you. Will you please take a like course with Mr. Griffith's agreement so that we may have the entire matter concluded before Mr. Hergesheimer leaves for Cuba on next Tuesday? I thank you for your courtesy in these several matters and hope that I may have the pleasure of meeting you at an early date.

Very truly yours,

J. Mickle Hemphill

JMH/S
Enc.

LAW OFFICES
FRANCIS E. BREWSTER
I. HAZLETON MIRKIL
HAZLETON MIRKIL, JR.
J. MICKLE HEMPHILL

527 LAFAYETTE BUILDING
N. E. COR. 5TH AND CHESTNUT STREETS
PHILADELPHIA

March 11, 1920.

David W. Griffith, Esq.,

720 Longacre Building,

New York City.

Dear Sir:

After conference with your attorney, Mr. Banzhaf it was decided that you could not agree to purchase "Java Head" for Mr. Barthelmess. Mr. Hergesheimer reluctantly therefore agreed that his desire to have Mr. Barthelmess play "Java Head" could take no stronger form than a request to you stating to you that he feels very strongly on this subject, that he knows Mr. Barthelmess well and would be exceedingly pleased if he is starred in this production and will be very disappointed if he is not. Both Mr. Grey and Mr. Banzhaf have assured us that you have every intention of producing at a very early date and starring Mr. Barthelmess, and we therefore feel sure that future relationships in this and other matters will be conducted to the total satisfaction of all concerned.

Yours truly,

J. Mickle Hemphill

JMH/S

Mr Banzhaf

MINUTES OF REGULAR MEETING OF BOARD OF DIRECTORS OF UNITED ARTISTS CORPORATION HELD 3/11/20.

Regular meeting of the Board of Directors of United Artists Corporation adjourned from Tuesday, Feb. 17th, 1920, and again adjourned from Thursday, March 4, 1920, was held at 4:15 o'clock p. m., Thursday March 11, 1920.

PRESENT: Messrs. Albert H. T. Banzhaf, Nathan Burkan, Dennis F. O'Brien and Oscar A. Price.

IN ATTENDANCE: Mrs L. R. Hoover.

Mr. Price called the meeting to order and acted as Chairman thereof. Mr. G. B. Clifton, secretary of the Corporation, acted as secretary of the meeting.

The minutes of the meetings held Jan. 20th, Feb. 17th and March 4th were read, and upon motion duly made, seconded and unanimously carried, were approved.

The question of compensation for the year for Governor Edward F. Dunne as Counsel for the Illinois Corporation at Chicago was discussed, and on motion of Mr. Burkan, seconded by Mr. Banzhaf, it was determined that Mr. O'Brien ddscuss this matter with Governor Dunne who is expected in New York next week, and arrange a proper fee, and report same to the Board.

Mr. Hoover called attention to the status of the following contracts:

(a) Contract betwe n the Delaware Corporation and Illinois Corporation with respect to the Illinois Corporation leasing and distributing photoplays handled by the Delaware Corporation.

(b) Romance contract.

(c) Contract for WHEN THE CLOUDS ROLL BY for Canadian leasing and distributing.

(d) BROKEN BLOSSOMS contract for Canadian leasing and distributing

Contract betwen United Artists Corporation and Mack Sennett Comedies Corporation was submitted and read by the Directors. On motion of Mr. O'Brien, seconded by Mr. Banshaf and unanimously carried, the execution of this contract by the corporate officers was approved.

Mr. O'Brien submitted a telegram addressed to Mr. Abrams by Mrs. Charlotte Pickford requesting further payments to Miss Mary Pickford a/c photoplay "POLLYANNA" On motion of Mr. Burkan, seconded by Mr. Banshaf and unanimously carried, it was

> RESOLVED, that the President and the Treasurer be and they are hereby authorized to pay to Miss Mary Pickford 80% of the moneys which have been collected as rentals a/c photoplay "POLLYANNA" which have not heretofore been paid to her. Said payments to be made within three weeks after the week in which collections were made.

Mr. Hoover raised the question that where the Corporation leases a theatre, a determination should be arrived at as to how much of the expense incurred is to be deducted before the 20%-80% division between the corporation and the artists is made. He referred specifically to a contract which Mr. Abrams had asked him to prepare between the corporation and certain persons in Philadelphia who would procure theatre attendants, handle local publicity, etc., in return for which they were to receive a percentage of the gross receipts. Mr. Hoover did not have a copy of the contract with him, and after discussion, it was determined that Mr. Burkan and Mr. O'Brien should discuss the matter with Mr. Abrams before definite action is taken.

Mr. Banshaf stated that Mr. Griffith desired that the photoplay "BROKEN BLOSSOMS" be regarded as the first photoplay which he is to deliver under the terms of the contract between the Corporation and D. W. Griffith dated Feb. 5th, 1919, On motion of Mr. Burkan, seconded by Mr. O'Brien and unanimously carried, it was

RESOLVED, that the photoplay "BROKEN BLOSSOMS be regarded as the first photoplay which Mr. D. W. Griffith is to deliver to United Artists Corporation under the terms of the contract between him and United Artists Corporation dated Feb. 5, 1920.

RESOLVED FURTHER, that Mr. Dennis F. O'Brien is authorized to deliver to Mr. Griffith a certificate of Common Stock of this corporation for 111 shares in accordance with the terms of the Escrow Agreement dated Aug. 5, 1919.

The President read a letter from Mr. Hoover with regard to difficulties encountered by the corporation in copyrighting the photoplays of the artists in Canada. After discussion, it was decided that Mr. Banzhaf look into the matter and report to the Board.

The contract with Mr. Abrams was discussed and action thereon was deferred until the next meeting of the Board.

The President brought to the attention of the Board the re-employment of General Counsel for the calendar year. It was the opinion of the Board that this was a matter which the shareholders should determine. Mr. O'Brien stated that it was his understanding that the shareholders would take this matter up direct with Mr. McAdoo.

The President renewed his recommendation made in October to the Board that the head of the Accounting Department report direct to the Board of Directors. He reviewed briefly the handling of the accounting matters, and submitted three balance sheets dated Dec. 31, 1919, which had been officially distributed, and called attention to inaccuracies therein.

On motion of Mr. O'Brien, seconded by Mr. Burkan and unanimously carried, it was

RESOLVED, that the President be and he hereby is authorized to employ a Certified Public Accountant to audit the books of the Corporation under the Control of the Treasurer and the Comptroller, and furnish the Board with a report of the true status of the Corporation's affairs.

The President stated that in view of the inaccuracies in the Balance Sheet, he could not make oath to the correctness of the figures

in filing the Federal Income Tax Return. It was the opinion of the Board that a tentative return should be filed on March 15th, to be supplemented by a true return after the audit of the books is complete.

The meeting then adjourned.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Mr Banzhaf

MINUTES OF REGULAR MEETING OF BOARD OF DIRECTORS
OF UNITED ARTISTS CORPORATION OF ILLINOIS HELD 3/11/20.

1364

Regular meeting of the Board of Directors of United Artists Corporation of Illinois adjourned from Tuesday, Feb. 17, 1920, and again adjourned from Thursday, March 4, 1920, was heldat 4:30 o'clock p. m., Thursday, March 11, 1920.

PRESENT: Messrs. Albert H. T. Banzhaf, Nathan Burkan, Dennis F. O'Brien and Oscar A. Price.

IN ATTENDANCE: Mr. L. R. Hoover.

Mr. Price called the meeting to order and acted as Chairman thereof. Mr. G. B. Clifton, secretary of the corporation, acted as secretary of the meeting.

The minutes of the meetings held Jan. 20, Feb. 17, and March 4th were read, and upon motion duly made, seconded and unanimously carried, were approved.

The meeting then adjourned.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ALICE KAUSER
DRAMATISTS' AGENT ✱ PLAYS
1402 BROADWAY, NEW YORK
CABLE ADDRESS: LINADORE, NEW YORK

MOTION PICTURE DEPARTMENT
R. L. GIFFEN
MANAGER

March 12, 1920

Romance
Keane did not appear

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York City

Dear Mr. Banzhaf:

In the lobby of the Strand Theatre there is a bulletin, which has evidently been on display for sometime, which after a preamble announcing that the pictures of the United Artists are to be shown in that theatre, proceeds to tabulate: Mary Pickford in "HOP O' MY THUMB", Douglas Fairbanks in "THE MOLLYCODDLE", and a picturization of the international stage success "ROMANCE" with Doris Keane. "ROMANCE" appears in the same sized lettering as do the names of Miss Pickford and Mr. Fairbanks, but that given over to Miss Keane's name is probably about 25% as prominent, and as this matter has already been threshed out several times before, Miss Keane insists that this be changed immediately, and that the contract obligations be carried out.

You will remember also that under the contract only such photographs as are approved by Miss Keane shall be used for publicity purposes, and in this connection she insists that the various still photographs which have been and are being taken, shall be submitted to her, which up to this time has not been done. As a matter of fact, she has seen none of

ALICE KAUSER
DRAMATISTS' AGENT ❧ PLAYS
1402 BROADWAY, NEW YORK
.CABLE ADDRESS: LINADORE, NEW YORK

MOTION PICTURE DEPARTMENT
R. L. GIFFEN
MANAGER

them, and when she has requested that they be shown to her, at the studio, the employees in charge of them, have declined to let her see them, giving as a reason that it was the studio ruling that all still pictures should be sent to the down town office.

Will you please take such immediate steps as will put these matters to rights?

Very truly,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

95

KNOW ALL MEN BY THESE PRESENTS, THAT I, JOSEPH HERGESHEIMER, of the Borough of West Chester, State of Pennsylvania, for and in consideration of the sum of Ten Thousand ($10,000) Dollars, lawful money of the United States paid by DAVID W. GRIFFITH of the City, County and State of New York, to me before the ensealing and delivery of these presents, receipt whereof is hereby acknowledged, and for the further consideration contained in the agreement entered into this date by the said David W. Griffith, which said agreement follows on the last sheet hereof and is appended hereto and the execution of which is a prerequisite to the validity of this assignment, do hereby sell, assign, convey and transfer and by these presents have sold, assigned, bargained, conveyed, granted and transferred to David W. Griffith, his heirs, executors, administrators and assigns forever, the sole and exclusive and complete motion picture rights throughout the WORLD to the composition or novel written by me entitled "JAVA HEAD" and the sole, exclusive and complete right, license, liberty and privilege forever to make, manufacture, produce, re-produce, sell, lease, release, license, generally deal and traffic in, exhibit or cause to be exhibited motion pictures based upon or taken from the aforesaid composition or novel or from any theme or adaptation thereunto appertaining.

AND I do further grant to the said DAVID W. GRIFFITH, his heirs, executors, administrators and assigns forever the exclusive right to use such works, the title and theme thereof in any manner in the making of any motion picture version or adaptations thereof; to adapt, arrange, re-arrange, transpose, add to and subtract from such works and such title

for such purpose with full understanding that I am given credit as author on the films and advertising matter used in conjunction with said motion pictures.

I do further grant to DAVID W. GRIFFITH, his heirs executors, administrators and assigns forever the sole right to secure copyrights in any and all motion picture versions in any motion picture adaptation of such works, and secure renewals and extensions of the copyrights in the same, in all Countries of the World. And I hereby irrevocably authorize and appoint DAVID W. GRIFFITH, his heirs, executors, administrators and assigns my attorneys in fact and representatives in my name, place and stead or in the name of DAVID W. GRIFFITH, his heirs, administrators, executors, and assigns but at his or their own cost and expense to take and do such actions, deeds and things and sign such documents as may from time to time be necessary to secure such copyrights and the renewals and extensions thereof.

I hereby grant to said DAVID W. GRIFFITH, his heirs, executors, administrators and assigns the right to publish a summary or synopsis of any and all motion picture versions of such works, but for advertising purposes only, and in which I shall be given full credit as author thereof, and I/do for myself, my heirs, executors and administrators and assigns represent, warrant and guarantee that I am the sole owner of the dramatic and motion picture rights in and to such composition and novel and that I have not sold or made any other disposition of any of the motion picture rights in said composition or any version or adaptation thereof; that I have full right and authority to grant to David W. Griffith, his heirs, administrators, executors and assigns all such above-mentioned rights, that I have not made or entered into any contract with anyone whomsoever by whom such rights are or

could in any way be diminished or impaired or that would prevent said David W. Griffith, his heirs, executors, administrators and assigns from producing, booking, selling, distributing, exhibiting and releasing and from causing to be produced, booked, sold, distributed, exhibited and released any and all motion pictures based upon such composition throughout the entire World at any time from and after the date of making of this agreement free from any restraint or interference by anyone whomsoever.

AND I do further agree not to make myself nor with my consent to permit any party to make any motion picture adaptation or version of such works during the term of the copyright of such motion picture adaptation and all extensions and renewals thereof.

AND I do further agree with the said David W. Griffith, his heirs, executors, administrators and assigns to warrant and defend the rights in and to said works hereby granted to the said David W. Griffith, his heirs, executors, administrators and assigns against all and any persons whomsoever free and clear of all claims and damages of whatsoever kind and nature in so far as such claims or damages arise out of the invalidity of my original copyrights of "Java Head," and I hereby agree to save and keep harmless and indemnify the said David W. Griffith, his heirs, administrators, executors and assigns of and from all actions, suits, costs, liability and damages whatosever which shall or at any time hereafter happen or come to them for or by reason of the invalidity of my original copyright on "Java Head."

AND I Do further agree to duly execute, acknowledge and deliver or cause to be done, executed, acknowledged

and delivered all such further acts, instruments and assurances as may be required by said David W. Griffith, his heirs, executors, administrators and assigns in order to carry out and effectuate the purposes of this agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12th day of March, 1920.

(s) Joseph Hergesheimer (L.S.)

E. Dallett Hemphill

J. Mirkle Hemphill

I, David Wark Griffith, motion picture producer of New York City, New York, for and in consideration of the above assignment of World rights in "Jaba Head" by Joseph Hergeshiemer and for other valuable consideration, receipt for which is hereby acknowledged, do agree to begin production of the said "Java Head" on or before January 1, 1923 and to complete such production on or before January 1, 1924 and failing to comply with either or both of these stipulations as to time I do further agree that such failure shall operate as a complete breach of contract on my part and the rights, titles and interest assigned above by Joseph Hergesheimer to me shall revert to the said Joseph Hergesheimer, his heirs, administrators, executors and assigns and rest in him and them as completely and as fully as if the aforegoing assignment had never been made and the consideration for the assignment ($10,000.) shall be forfeited by me to the said Joseph Hergesheimer, his heirs, administrators, executors and assigns as liquidated damages. And further I agree that time is the essence of this agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this12th day of March, 1920.

(s) D. W. Griffith (L.S.)

(Sgd) Albert H.T.Banshaf

SCHEDULE "K"

BALANCE SHEET- - JANUARY 1st 1919

Licenses & Goodwill	$ 10,000.	Capital Stock	$10,000.
Cash	66.96	Surplus	4,963.80
Albert H.T. Banzhaf	4,896.84		
	$ 14,963.80		$14,963.80

SCHEDULE "K"

BALANCE SHEET -- JANUARY 1st 1920.

Licenses & Goodwill	$ 10,000.	Capital Stock	$10,000.
Cash	66.96	Surplus	4,963.80
Albert H.T. Banzhaf	4,896.84		
	$ 14,963.80		$14,963.80

copy made for 1920 same as this

MUSEUM OF MODERN ART FILM LIBRARY

March 13th 1920.

Collector of Interna[illegible]evenue,
1150 Broadway,
New York City.

Dear Sir:

Enclosed herewith please find Income Tax Return of the David W. Griffith Corporation for the year 1919.

Very truly yours,

GD

Copy made for 1920 same as this.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

copy filed for 1920 same as this.

Form 1120—UNITED STATES INTERNAL REVENUE SERVICE

CORPORATION INCOME AND PROFITS TAX RETURN

FOR CALENDAR YEAR 1919

Or for period begun ....., 19....., and ended ....., 19.....

IF RETURN IS FOR CALENDAR YEAR 1919 FILE IT WITH THE COLLECTOR OF INTERNAL REVENUE FOR YOUR DISTRICT ON OR BEFORE MARCH 15, 1920

IF FOR A PERIOD OTHER THAN A CALENDAR YEAR THE RETURN SHOULD BE FILED ON OR BEFORE THE 15TH DAY OF THE THIRD MONTH FOLLOWING THE CLOSE OF SUCH PERIOD

If the net income includes more than $10,000 from Government contracts, procure from the Collector of Internal Revenue for your district Form 1120S, execute and file the same as a part of this return.

(Print plainly corporation's name and principal place of business)

David W Griffith Corp.
(Name)
1476 Broadway
(Street and number or rural route)
New York City.
(Post office and State)

CASH | CHECK | M. O. | CERT. of IND.

(DO NOT WRITE IN THIS SPACE)
Examined by .....
Audited by .....
FIRST PAYMENT
$ .....
Cashier's Stamp

KIND OF BUSINESS Rentals motion picture films IS THIS A CONSOLIDATED RETURN? No.

SCHEDULE A—TAXABLE NET INCOME.

GROSS INCOME.

1. Gross sales, less returns and allowances	$	
2. Less cost of goods sold, exclusive of expenses, repairs, and other items called for separately below (from Schedule A2):		$
3. Gross income from operations other than trading or manufacturing, less allowances		
4. Interest on obligations of the United States or its possessions and War Finance Corporation Bonds not exempt (from Schedule A4)		
5. Interest from other sources (from Schedule A5)		
6. Rentals (see Schedule A6)		
7. Royalties		
8. Share of net income earned (during taxable period) by personal service corporations (whether received or not)		
9. Dividends on stock of foreign corporations (from Schedule A9), $.....; dividends on stock of domestic corporations other than personal service corporations, $..... Total		
10. Gross income from all other sources except dividends (not including any amount in respect to sales of capital assets or miscellaneous investments, see Item 22, below) (from Schedule A10)		
11. TOTAL OF ITEMS 1 TO 10		$

DEDUCTIONS.

12. Ordinary and necessary expenses (except amounts reported in Item 2 above or called for separately below, and not including cost or value of capital assets or miscellaneous investments sold during taxable period, see Item 22) (from Schedule A12): Labor, $..... Other expenses, $..... Total	
13. Compensation of officers (including salaries, commissions, and other compensation in whatever form paid) (from Schedule A13)	
14. Repairs (including labor, supplies, etc.) (from Schedule A14): Labor, $..... Other expenses, $..... Total	
15. Interest (except on indebtedness incurred or continued to purchase or carry obligations or securities, other than obligations of the United States issued after September 24, 1917, the interest on which is wholly exempt from taxation (see paragraph 9, page 2, General Instructions)	
16. Taxes (except Federal income, war-profits and excess-profits taxes, taxes which are a credit under Section 238, and taxes assessed against local benefits of a kind tending to increase the value of the property assessed)	
17. Debts ascertained to be worthless and charged off within the taxable period (from Schedule A17)	
18. Exhaustion, wear and tear (including obsolescence) (from Schedule A18)	
19. Depletion; if claimed secure from the Collector Form D (minerals), Form E (coal), Form F (miscellaneous non-metals), Form O (oil and gas), or Form T (timber), fill in and file with return.	
20. TOTAL OF ITEMS 12 TO 19	$
21. DIFFERENCE BETWEEN ITEMS 11 AND 20	$
22. Profit or loss on sales of capital assets and miscellaneous investments, including liquidating dividends (from Schedule A22) $	
23. Losses sustained during the taxable period and not compensated for by insurance or otherwise. (Extend in last column adjustment of Items 22 and 23.) (From Schedule A23)	
24. Net income for taxable period exclusive of deductions for dividends and amortization (total of or difference between Items 21 and 23, the latter as extended)	$
25. Dividends received from domestic corporations not personal service corporations, and dividends upon stock of foreign corporations taxable by the United States upon any portion of their net incomes $	
26. Amortization of war facilities (from Schedule A26) (extend total of Items 25 and 26)	
27. NET INCOME FOR TAXABLE PERIOD (difference between Items 24 and 26, the latter as extended—to be entered as Item 5, Schedule D)	$

SCHEDULE B—INVESTED CAPITAL.

ITEM.	AMOUNT.
1. Capital, surplus, and undivided profits at beginning of taxable period as shown by books (from Schedule E, line 11, page 2)	$ 14,963.80
2. Plus adjustments by way of additions (from Schedule F, line 7)	
3. TOTAL	14,963.80
4. Less adjustments by way of deductions (from Schedule G, line 8)	
5. REMAINDER	14,963.80
6. Plus or minus changes in invested capital during taxable period (from Schedule II)	
7. TOTAL (OR REMAINDER)	
8. Less deduction on account of inadmissible assets (from Schedule J)	
9. Invested capital for taxable period. (If return is for a period less than a full year, see paragraph 11, page 2 of Instructions)	14,963.80

SCHEDULE C—EXCESS-PROFITS CREDIT.

1. Eight per cent of invested capital for taxable period (Item 9 of Schedule B)	$ 1,197.05
2. Exemption ($3,000) (except for foreign corporations)	3,000
3. Excess-Profits Credit (Item 1 plus Item 2). (If return is for a period less than a full year, see paragraph 11, page 2 of Instructions)	$ 4,197.05

SCHEDULE D—COMPUTATION OF TAXES.

1. BRACKETS.	2. AMOUNT OF NET INCOME (ITEM 27, SCHEDULE A) IN EACH BRACKET.	3. EXCESS-PROFITS CREDIT (ITEM 3, SCHEDULE C).	4. BALANCE SUBJECT TO TAX.	5. RATE.	6. AMOUNT OF TAX.
1. Not over 20% of invested capital	$	$	$	20%	$
2. Over 20% of invested capital				40%	
3. Totals computed under Section 301(b)	$	$	$		$
4. Excess-Profits Tax, if computed under Sections 302, 303, 304(c) or 337 of Revenue Act of 1918					$

INCOME TAX.

5. Net income for taxable period (Item 27, Schedule A)	$	11. Tax of 10% on Item 10	$
6. Less: Interest on obligations of United States and War Finance Corporation Bonds, not exempt (Item 4, Schedule A)	$	12. Total tax (Item 3, 4, or 8 plus Item 11)	$
7. Excess profits tax (Item 3 or 4, column 6, Schedule D) or		13. Less: Income, war-profits, and excess-profits taxes paid or accrued to foreign countries or to possessions of the U. S. (See sections 238 and 240(c) of Revenue Act of 1918)	$
8. Excess-profits and war-profits taxes (Item 16, Form 1120 S, income from Government contracts)		14. Income tax withheld at the source in case of a foreign corporation not engaged in a trade or business within the U. S., and not having any office or place of business therein	
9. Exemption, except for foreign corporations, $2,000 unless return is for less than a year (see paragraph 11, page 2 of Instructions)			
10. Balance subject to income tax (Item 5, less Items 6, 7 (or 8), and 9)	$	15. Balance of tax (Item 12 minus Items 13 and 14)	$

3—9128

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SCHEDULE E.—CAPITAL, SURPLUS, AND UNDIVIDED PROFITS AS SHOWN BY BOOKS BEFORE ANY ADJUSTMENTS ARE MADE THEREIN.

E4. Stock actually outstanding at the end of the preceding taxable period should be entered in this schedule to the extent that it is paid up. If stock or shares were issued at a nominal value or without par value the entries should reflect the amounts on the books in respect thereof at the close of the preceding taxable period.

E5. This item should include paid-in surplus per books at the end of the preceding taxable period. If any amount is claimed under Section 326 (a) (2) of the Revenue Act of 1918 or under Article 837 of Regulations 45, the amount claimed should be entered under Item 1, Schedule F, and not in this schedule.

E7. Reserves which represent allocations of surplus and were not accumulated through deductions made in computing net income as returned in previous years may, if properly explained, be entered on line 7. Such entries should be identified and if necessary reconciled with balance-sheet reserves.

E10. If the corporation had on hand at any time during the taxable period any treasury stock, copies of the journal entries covering the original issuance, repossession and any subsequent adjustments should be furnished. Treasury stock includes all stock reacquired by the corporation and not canceled, regardless of the reason for the acquisition.

Item.	Amount.
Capital stock paid up and actually outstanding at the close of the preceding year:	
1. First preferred	$
2. Second preferred	
3. Common	10000
4. TOTAL	$ 10000
Surplus and undivided profits:	
5. Paid-in surplus	
6. Earned surplus and undivided profits	4963.80
7. Reserves, additions to which are not deductible in computing net income (to be reconciled with balance-sheet items)	
8. Other items (to be detailed)	
9. TOTAL OF ITEMS 4, 5, 6, 7, AND 8	$ 14963.80
10. Deduction on account of treasury stock	
11. Capital and surplus at beginning of taxable period as shown by books	$ 14963.80

SCHEDULE F.—ADJUSTMENTS BY WAY OF ADDITIONS.

F1. If an addition to invested capital is claimed in Item 1, Schedule F, submit a statement showing (*a*) the kind of property, (*b*) the year in which it was paid in, (*c*) from whom acquired, explaining his relationship to the corporation, (*d*) the actual cash value of such property at the date when paid in, (*e*) the par value of stock or shares issued therefor and the amount at which such property was entered in the accounts, (*f*) the basis upon which the actual cash value of the property was determined and the date when such determination was made, and (*g*) the amount of depreciation sustained on such property from the date of acquisition to the beginning of the taxable period.

F2. If an addition to invested capital is claimed in Item 2, Schedule F, submit a statement showing (*a*) the kind of property, (*b*) the year in which it was acquired, (*c*) its cost, (*d*) the amount of depreciation sustained on such property from the date of acquisition to the beginning of the taxable period. State also whether each item sought to be restored was actually used or usable at the beginning of the taxable period Were these expenditures, when made, written off in lieu of depreciation? ---------- If so, explain what adjustments have been made to provide for depreciation in view of the proposed restoration to surplus. Additions in this item are cumulative to the beginning of the taxable period. For all additions hereunder provision must be made for depreciation to the beginning of the taxable period.

F3. If any addition to invested capital is claimed in Item 3, Schedule F, state specifically the amount of depreciation written off each year in the books of the company and the amount allowed as a deduction in computing net income. Additions to this item are cumulative to the beginning of the taxable period.

Item.	Amount.
1. Actual cash value of tangible property clearly and substantially in excess of par value of stock issued therefor or of the cash or other consideration paid therefor (Articles 836 and 837)	$
2. Additions to surplus (Articles 840 to 843)	
3. Depreciation or depletion charged in the accounts of the corporation but disallowed by the Department as a deduction on income-tax returns	None
4.	
5.	
6.	
7. TOTAL	$

SCHEDULE G.—ADJUSTMENTS BY WAY OF DEDUCTIONS.

G1. Is any patent, copyright, secret process, or formula, good will, trade-mark, trade brand, franchise, or other similar intangible property, paid in for stock, carried as an asset by the corporation? No If not entered specifically as such, is the intangible value merged under any other title or titles on the books or balance sheets submitted with this return? No Is it entered on the books at a value in excess of its actual cash value when paid in? No In excess of the par value of the stock issued therefor? No Is the aggregate of such assets acquired prior to March 3, 1917, entered on the books at a value in excess of 25 per cent of the par value of the stock outstanding on March 3, 1917? No Is the aggregate of such assets entered on the books at a value in excess of 25 per cent of the par value of the stock outstanding at the beginning of the taxable period? No

If the answer to any of the foregoing questions is "yes," submit a statement showing separately with respect to such assets acquired (1) before March 3, 1917, and (2) on or after that date, (*a*) date of acquisition; (*b*) cash value at that date, with a complete explanation of the basis upon which such cash value was determined; (*c*) par value of the stock issued therefor; (*d*) par value of total stock outstanding March 3, 1917; (*e*) par value of total stock outstanding at the beginning of the taxable period; (*f*) the value at which such assets are entered on the books of the corporation.

If all the intangibles were acquired before March 3, 1917, the amount by which (*f*) exceeds (*b*), (*c*), 25 per cent of (*d*), or 25 per cent of (*e*), whichever is lowest, must be entered as Item 1, Schedule G, for the taxable period.

If the intangibles were acquired on or after March 3, 1917, the amount by which the entry in (*f*) relating to such intangibles exceeds (*b*) or (*c*) relating thereto, or 25 per cent of (*e*), whichever is lowest, must be included in Item 1, Schedule G, for the taxable period: *Provided*, That if intangibles were acquired before March 3, 1917, and also on or after that date, deduction shall be made so that the amount included in invested capital for the aggregate of intangibles shall not exceed 25 per cent of the par value of the total stock outstanding at the beginning of the taxable period.

NOTE.—If the stock of the corporation was issued at a nominal value or without par value, for the purpose of the computation under Item 1, the par value shall be deemed to be the fair market value as of the date or dates of issue. The aggregate value so determined of stock outstanding on March 3, 1917, or at the beginning of the taxable period, shall be the basis for the computation.

G2. Is any tangible property, paid in for stock, carried as an asset by the corporation? No If so, is it entered on the books at a value in excess of its actual cash value when received? ---------- In excess of the par value of the stock paid therefor? ----------

If the answer to any of the foregoing questions is "yes," submit a statement showing (*a*) kind of property, (*b*) when acquired, (*c*) par value of the stock paid therefor, (*d*) actual cash value of the property when paid in, (*e*) the basis on which that value was determined, (*f*) value at which the property is entered on the corporation's books, and (*g*) amount by which such value exceeds the allowable value under Section 326 (a) (2) of the Revenue Act of 1918. Enter this amount as Item 2, Schedule G, for the taxable period.

G3. Was the business reincorporated, reorganized, or consolidated or was its ownership changed or was there a change in ownership of property after March 3, 1917? No If so, answer the following questions:

(*a*) Did an interest of 50 per cent or more in the business or in the property which changed ownership remain in the control of the same persons, corporations, associations, or partnerships, or of any of them? .....

(*b*) Were any of the assets entered on the books of the corporation making this return at a higher value than on the books of its predecessor? ----------

(*c*) If such previous owner was not a corporation, attach a statement showing (1) the cost of acquisition to the previous owner of any asset so transferred or received, (2) expenditures subsequent to that date for betterment or development not deducted as expense or otherwise since March 1, 1913, by such previous owner, (3) the allowance for depreciation, depletion, or impairment since the date of acquisition by such previous owner.

(*d*) If all, or substantially all, of the property was acquired from a corporation during the taxable period, attach hereto balance sheets of such predecessor corporation as at the beginning of the taxable period and as at the date immediately prior to the transfer of the property to the corporation making the return, and also a balance sheet or statement of the corporation making this return showing the values at which such property received or transferred were entered on the books.

For the purpose of determining invested capital each asset so transferred shall be valued (*a*) as if still in the possession of the previous owner, if a corporation, or, if not a corporation, (*b*) at its cost to such previous owner, with proper adjustments for losses and improvements.

G4. Is any property (including physical property, securities, and intangible property) paid for with cash or with other tangible property entered on the books of the corporation at a value in excess of the amount of cash paid therefor or the actual cash value of the tangible property paid therefor? No If so, submit a statement showing (*a*) kind of property, (*b*) amount of cash paid therefor, (*c*) actual cash value of other tangible property paid therefor, (*d*) how that value was determined, (*e*) value at which the property is entered on the books of the corporation, and (*f*) excess of (*e*) over (*b*) or (*c*). This excess must be entered as Item 4, Schedule G, for the taxable period.

G5. Has adequate provision been made in the accounts of the company for (*a*) losses of every kind? ----------, (*b*) depreciation? ----------, (*c*) obsolescence? ----------, (*d*) depletion of mineral deposits, timber supplies, and the like? ----------

If adequate charge has not been made for depreciation, depletion, obsolescence, and other losses, and the value of the property has not been maintained by replacements that have been charged to expense, proper additional charges therefor must be computed for all years in which they were not made on the books, and the total amount of such charges must be entered as Item 5, Schedule G.

Item.	Amount.
1. Valuation of patents, copyrights, secret processes, or formulæ, good will, trade-marks, trade brands, franchises, or other intangible property	$
2. Valuation of tangible property paid in for stock	
3. Valuation of assets acquired in reorganizations	
4. Appreciation	
5. Depreciation, depletion, and other losses	None
6.	
7.	
8. TOTAL DEDUCTIONS	$

SCHEDULE H.—CHANGES IN INVESTED CAPITAL DURING TAXABLE PERIOD.

1. Changes in invested capital during the taxable period ordinarily arise in one or more of the following ways:

Additions—

(*a*) By sale of capital stock for cash or by the issue of capital stock for tangible or other assets.

(*b*) By payment of assessments by stockholders or by creation of paid-in surplus by contribution of stockholders.

Deductions—

(*c*) By liquidation of part of the capital by retirement of stock or by purchase of treasury stock not out of current earnings.

(*d*) By payment of cash dividends out of earnings of prior years.

(*e*) By payment of Federal income and profits taxes for the previous years.

The changes with respect to taxes will occur in nearly every case. Should no changes be noted, the reason for the omission should be stated.

2. The following instructions should be followed in making the above adjustments; each item should be designated as an addition or deduction, deduction being designated by red ink:

(*a*) If stock is issued for cash, the actual cash received (but not the amount of discount) should be entered in this schedule. Assets (other than cash) paid in for stock must be valued in accordance with Section 326 (a) (2) of the Revenue Act of 1918.

(*c*) If capital stock of the corporation is reacquired but not paid for out of current profits, the cost of such stock should be deducted from invested capital.

(*d*) Report dividends paid out of profits of prior years but not dividends paid out of profits of the taxable period. Any distribution made during the first 60 days of the taxable period shall be deemed to have been made from earnings or profits accumulated during preceding taxable period; but any distribution made during the remainder of the taxable period shall be deemed to have been made from the profits for that period to the extent that such profits are sufficient. (See Article 1542.)

(*e*) The amount of Federal income and profits taxes payable should be prorated and deducted as of the dates when due and payable whether reserves have been set up on the books or not. (See Article 845.)

3. The data called for in columns 1 to 5 should be given for all transactions, except that columns 3 and 4 are applicable only to the issue or reacquisition of the corporation's stock.

4. In column 6 enter the number of days remaining in the taxable period (including the date of change).

5. The net changes not reported in Schedule L, if not in accordance with the increases or decreases reflected in the balance sheets, should be fully reconciled therewith.

1. Nature of additions and deductions.	2. Date.	3. Number of shares sold or reacquired.	4. If for cash, state price per share.	5. Amount of cash or cash value actually received or paid out.	6. Number of days effective.	7. Adjusted average. (Column 5 × Column 6 / No. days in taxable period.)
1			$	$		
2						
3						
4						
5						
6						
7						
8						
9						

SCHEDULE J.—INADMISSIBLE ASSETS.

Has the corporation any inadmissible assets (i. e., stocks, bonds, and other obligations, except obligations of the United States, the income from which is not taxable)? ----------

If so, attach hereto a statement showing for the taxable period the facts called for in items (*a*) to (*j*) of this schedule.

If the income from such assets consists in part of gain or profit from the sale or other disposition thereof, or if all or part of the interest derived from such assets is in effect included in the net income because of the limitation on the deduction of interest under Section 234 (a) (2) of the Revenue Act of 1918, then a corresponding part of the capital invested in such assets is deemed an admissible asset. In such case set forth in detail—

(*a*) the various kinds of income derived from such assets and the computation of the part of the capital invested therein which is deemed an admissible asset.

For the purpose of this schedule inadmissible assets shall be valued at cost of acquisition, except that if the taxpayer is a dealer in securities and inventories such assets in accordance with Article 1585, Regulations 45, such inventory figure shall constitute the measure of value. Admissible assets shall be valued as provided in Sections 326, 330, and 331 of the Revenue Act of 1918 and Articles 831–869, 931–934, and 941 of Regulations 45. The average amount of assets of each kind held during any year may ordinarily be determined by dividing by 2 the sum of the amount of such assets held at the beginning of the taxable period and the amount held at the end of the taxable period. In such case the amount of admissible assets may best be determined from (1) the balance sheet as at the beginning of the period *adjusted* with respect to the items in Schedules F and G and (2) the balance sheet as at the end of the period correspondingly adjusted. But if at any time during the taxable period a substantial change has taken place in the amount of such assets, the average amount must be determined as provided in Article 852 of Regulations 45. In such case show in detail—

(*b*) The computation of such amount;

(*c*) Amount of inadmissible assets held at beginning of the taxable period;

(*d*) Amount of inadmissible assets held at end of taxable period;

(*e*) Average amount of inadmissible assets held during taxable period;

(*f*) Amount of admissible assets held at beginning of taxable period;

(*g*) Amount of admissible assets held at the end of taxable period;

(*h*) Average amount of admissible assets held during taxable period;

(*i*) Sum of (*e*) plus (*h*);

(*j*) Percentage which (*e*) is of (*i*).

This percentage (*j*) should be applied to the amount appearing on line 7, Schedule B, in order to obtain the deduction on account of inadmissible assets, which should be entered on line 8, Schedule B.

QUESTIONS.

KIND OF BUSINESS.

1. By means of the key letters given below, identify the corporation's main income-producing activity with one of the general classes, and follow this by a special description of the business sufficient to give the information called for under each general class.

(A) Agriculture and related industries, including fishing, logging, ice harvesting, etc., including the leasing of such property. State the product or products. (B) Mining and quarrying, including gas and oil wells. Include the leasing of such property. State the product or products. (C) Manufacturing. State the product and also the material if not implied by the name of the product. (D) Construction. Excavations, buildings, bridges, railroads, ships, etc., also equipping and installing same with systems, devices, or machinery, without their manufacture. State nature of structures built, materials used, or kind of installations. (E1) Transportation—rail, water, local, etc. State the kind and special product transported, if any. (E2) Public utilities, gas, natural, coal, or water; electric light or power, hydro or steam generated; heating, steam or hot water; telephone; waterworks or power. (E3) Storage without trading or profit from sales. Elevator, warehouses, stockyards, etc. State product stored. (E4) Leasing transportation or utilities. State kind of property. (F) Trading in goods bought and not produced by the trading concern. State manner of trade, whether wholesale, retail, or commission, the product handled. Sales with storage with profit primarily from sales. (G) Service, domestic, including hotels, restaurants, etc.; amusements; other professional personal, or technical service. State the service. (H) Finance, including banking, real estate, insurance. (I) Concerns not falling in above classes (*a*) because of combining several of them with no predominant business, or (*b*) for other reasons.

2. Concerns whose business involves activity falling in two or more of the above general classes, where the *same product* is concerned, should report business as identified with but one of the above general classes; for example, concerns in A or B which also transport and market their own product exclusively or mainly, should still be identified with classes A or B; concerns in C (manufacturing) which own or control their source of material supply in A or B and which also transport, sell, or install their own product exclusively or mainly, should be identified with manufacturing; concerns in D may control or own source of supply of materials used exclusively or mainly in their constructive work; concerns in E1 or E2 may own or control the source of their material or power; concerns in F may transport or store their own merchandise, but its production would identify them with A, B, or C.

3. Answers:

(*a*) General class (use key-letter designation) I

(*b*) Main income-producing business (give specifically the information called for under each key letter, also whether acting as principal, or as agent on commission; state if inactive or in liquidation) Renting motion picture print. No income earned during year.

OTHER CONCERNS IN SAME BUSINESS.

4. Enter on the following lines the names and addresses of five representative concerns in your locality or section of the country engaged in the same kind of business:

No knowledge

INCORPORATION.

5. Date of incorporation December 31, 1913

6. Under the laws of what State or country? New York

REORGANIZATION AND ACQUISITION OF MIXED AGGREGATES OF ASSETS.

7. Has the corporation, *or any of its predecessors*, been reorganized, or has it, *or a predecessor*, taken over a going business or acquired a mixed aggregate of tangible property, patents, and copyrights, and good will and other similar intangible property, and paid for such property in whole or in part with stock or other securities since the close of the preceding taxable period? No

8. If so, furnish a brief narrative history of the business and submit a statement showing:

(*a*) The name of the concern taken over (or from which the property was acquired);

(*b*) The nature of the assets and liabilities so acquired;

(*c*) The total par value of the stock issued therefor;

(*d*) The value at which each class of assets was carried on the books of the concern from which acquired (submit a balance sheet of the predecessor concern as at the date of acquisition or as at the close of its last accounting period prior thereto);

(*e*) The value at which each item was entered in the books of the corporation making this return, and full details of any adjustments subsequently made pertaining thereto and the basis on which such revaluation was made.

9. If patents, copyrights, secret processes or formulæ, good will, trade-marks, trade brands, franchises, or other intangible property were acquired, state also the basis on which their value was determined and how they were paid for.

10. If at the time of any purchase or reorganization as contemplated in question 7, any property was entered on the books of the reorganized concern or any vendee predecessor at a value in excess of that at which it was carried on the books of the vendor concern, state the basis on which the revaluation was made.

AFFILIATIONS WITH OTHER CORPORATIONS (TO BE ANSWERED BY EVERY CORPORATION).

11. Do you own directly or control through closely affiliated interests or by a nominee or nominees over 50 per cent of the outstanding voting capital stock of another corporation or of other corporations? No

12. Is over 50 per cent of your outstanding voting capital stock owned by another corporation or by two or more corporations that are affiliated? No

13. Is over 50 per cent of your outstanding voting capital stock as well as over 50 per cent of the outstanding voting capital stock of another corporation or of other corporations owned or controlled by the same individual or partnership or by the same individuals or partnerships? No

14. If the answer to question 11, 12, or 13, or any of them is "yes," procure from the Collector of Internal Revenue for your district Affiliated Corporations Questionnaire, Form 819, which shall be filled out and filed as a part of this return.

VALUATION OF CAPITAL STOCK.

15. What was the fair value of the total capital stock of the corporation as determined in the last assessment, if any, of the capital stock tax $_____ Date of that assessment? _____

PREDECESSOR BUSINESS.

16. Did you file a return under the same name for the preceding taxable period? Answer "Yes" or "No" Yes If not, was your corporation in anyway an outgrowth, result, continuation, or reorganization of a business or businesses which was in existence during the taxable or preceding period? Answer "Yes" or "No"_____ If answer is "yes," give name and address of each predecessor business.

BASIS OF RETURN.

17. Is this return made on the basis of actual receipts and disbursements? Yes

If not, describe fully what other basis or method was used in computing net income_____

GOVERNMENT CONTRACTS.

18. Have any adjustments been made during the taxable period on account of contract or contracts between the Government or its agencies or in any Government contract or contracts in which you derived income directly or indirectly through the operations of a claim board or otherwise? Answer "Yes" or "No" No If so, state the amounts involved $_____; whether or not such amounts are included in this return _____; and, if not, was an amended return for 1918, accounting for the additional income, filed?_____ Submit a schedule showing full particulars of the contract, date entered into, date the work ceased under said contract or contracts, and the amount and nature of the adjustment.

PREPARATION OF RETURNS.

19. Did you employ anyone especially to prepare or advise in the preparation of this return? Answer "Yes" or "No" No If so, give name and address_____

LIST OF ATTACHED SCHEDULES.

Enter below a list of all schedules accompanynig this return, giving for each a brief title and the schedule number.

Schedule "K"
Balance Sheet

SCHEDULE K.—BALANCE SHEETS.

Attach hereto balance sheets as of the beginning and end of the taxable period (preferably in parallel columns), showing as nearly as practicable the details called for below. (These balance sheets should be prepared from the books and should be in agreement therewith, or any differences should be reconciled, and if this is a consolidated return, balance sheets should be furnished in accordance with paragraph 7 of page 1 of Instructions.)

ASSETS.

Cash (including cash in bank and on hand, certificates of deposit, etc.).
Trade accounts (before deducting reserves for losses).
Notes receivable from customers.
Other accounts and notes receivable (to be classified).
Inventories:
- Raw materials.
- Work in progress.
- Finished products.
- Supplies.

Investments:
- Bonds—
  - U. S. bonds and obligations (each issue to be stated separately).
  - Exempt (municipal, State, etc.).
  - Other.

ASSETS—Continued.

Investments—continued.
- Stock of corporations—
  - Foreign.
  - Domestic.

Loans and advances:
- To officers and employees.
- To others.

Deferred charges to future operations (to be detailed).
Fixed assets:
- Land.
- Buildings.
- Machinery.
- Tools and minor equipment.
- Delivery equipment.
- Office furniture.
- Other (state character).

TOTAL.

ASSETS—Continued.

Fixed assets—continued.
Less reserves for depreciation (show separately amount applicable to each fixed asset).*

NET VALUE.

Patents, good will, and other intangible assets:
- Paid for in cash or other tangible property.
- Paid for in stock (other than stock dividends).
- Created by stock dividend or otherwise.

Discount:
- On bonds.
- On stock.

TOTAL.

LIABILITIES.

Notes payable:
- To officers and stockholders.
- To others (including bank loans).

Accounts payable:
- Trade.
- Other.

Accrued expenses and reserves, the charges creating which are allowable deductions from income (to be detailed).
Reserves, the charges creating which are not allowable deductions from income:
- Reserves for losses on notes and accounts receivable.
- Other reserves (to be detailed).

Capital stock outstanding (to be classified).
Surplus and undivided profits.

TOTAL.

*Reserves for depreciation may be deducted from the respective asset accounts or itemized on the liability side of the balance sheet.

All corporations engaged in an interstate and intrastate trade or business and reporting to the Interstate Commerce Commission and to any national, State, municipal, or other public officer, may submit in lieu of above Form copies of their balance sheets prescribed by said Commission or State and municipal authorities, as at the beginning and end of the taxable period.

SCHEDULE L.—ANALYSIS OF SURPLUS ACCOUNT.

Attach hereto an analysis of the corporation's surplus account, showing the details of all adjustments of surplus for the taxable period, as nearly as practicable in the following form:

1. Surplus at beginning of taxable period as shown by books.
Add: 2. Total net profit as shown by books (Item 1, Schedule M).
3. Other credits to surplus (to be detailed).
4. Total of Items 1, 2, and 3.

Deduct: 5. Dividends (state date declared and date and amount of each payment, also whether in cash or in stock, and out of which year's earnings paid).
6. Other debits to surplus (to be detailed).
7. Total of Items 5 and 6.
8. Surplus at end of year as shown by books.

If this is a consolidated return, analyses should be furnished in accordance with paragraph 7, page 1, of Instructions.

SCHEDULE M.—RECONCILIATION OF NET PROFIT AS SHOWN BY BOOKS WITH TAXABLE NET INCOME.

1. Net profit for taxable period as shown by books, before any adjustments are made therein	$				6. Nontaxable income:				
2. Unallowable deductions:					(a) Interest on obligations of the United States and its possessions, wholly exempt	$			
(a) Donations, gratuities, and contributions					(b) Interest on obligations of States, Territories, and political subdivisions thereof				
(b) Income, war-profits, and excess-profits taxes paid or accrued to the United States, its possessions, or a foreign country					(c) Interest on Farm Loan Bonds issued under Federal Farm Loan Act				
(c) Special improvement taxes tending to increase the value of the property assessed					(d) Dividends on stock of domestic corporations and from foreign corporations taxable by United States upon any portion of their net incomes				
(d) Furniture and fixtures, additions, or betterments treated as expenses on the books					(e) Dividends on stock of personal service corporations out of earnings upon which a Federal income tax has been imposed				
(e) Replacements covered by depreciation					(f) Other items of nontaxable income (to be detailed)				
(f) Insurance premiums paid on the life of any officer or employee for the benefit of the corporation or business					(g)				
(g) Interest on indebtedness incurred or continued to purchase or carry obligations or securities (other than obligations of the United States issued after September 24, 1917), the interest upon which is wholly exempt from taxation					(h)				
(h) Additions to reserves for bad debts, contingencies, etc. (to be detailed)					(i)				
(i)					7. Charges against reserves for bad debts, contingencies, etc. (to be detailed)				
(j)					(a)				
(k)					(b)				
(l)					(c)				
(m) Other unallowable deductions (to be detailed)					(d)				
(n)					8. Amount necessary to adjust book profit or loss with the amounts reported in Items 22 and 23, Schedule A (unless entry belongs on line 4)				
3. Distributive share of net income, earned during period by personal service corporations not received or accrued on books					9. Taxable net income (Item 27, Schedule A)				
4. Amount necessary to adjust book profit or loss with the amounts reported in Items 22 and 23, Schedule A (unless entry belongs on line 8)									
5. TOTAL	$				10. TOTAL	$			

SUPPORTING SCHEDULES.

The following schedules must be filled out in support of Schedule A, page 1, and firmly attached to this Return:

SCHEDULE A2: COST OF GOODS SOLD, EXCLUSIVE OF EXPENSES, REPAIRS, AND OTHER ITEMS CALLED FOR SEPARATELY. (Secure from the Collector of Internal Revenue and file as a part of this Schedule Certificate of Inventory, Form 1126.)

Merchandise bought for sale ..... $

Cost of manufacturing or otherwise producing goods. (Submit schedule showing principal items of cost.) .....

Plus inventories at beginning of year .....

TOTAL ..... $

Less inventories at end of year .....

Cost of goods sold .....

NOTE.—Inventories must be valued at (*a*) cost or (*b*) cost or market, whichever is lower, provided that whichever basis is used must be applied to each item in the inventory and not to a part only. Inventories at the end of the taxable period must be valued on the same basis as those at the end of the preceding taxable period, unless permission to make a change has been first obtained from the Commissioner.

If claims for losses on inventories or rebates on sales made under Section 214 (*a*) 12 of the Revenue Act of 1918 have been allowed, the opening inventory must be correspondingly adjusted (see Article 266 of Regulations 45).

State here which of the above-mentioned bases for valuing inventories is used in this return .....

.....

SCHEDULE A3: GROSS INCOME FROM OPERATIONS OTHER THAN TRADING OR MANUFACTURING.

Submit a schedule showing the nature and amount of the principal items included. See Schedule A, Item 3. (For insurance companies see paragraphs 2 and 3, page 2, General Instructions.)

SCHEDULE A4: INTEREST ON OBLIGATIONS OF UNITED STATES OR ITS POSSESSIONS NOT EXEMPT.

Enter in table below the maximum amount of Liberty Bonds and other obligations of the United States issued since September 1, 1917 (par value), held at any one time, and War Finance Corporation Bonds from which interest was derived during the taxable period.

1. Class of Obligation.	2. Maximum Amount of Obligations.	3. Maximum Exemption.
(*a*) First Liberty Loan converted into Second Loan and Second Liberty Loan unconverted	$	$45,000 (See Note A.)
(*b*) First and Second Liberty Loans converted into Third Loan and Third Liberty Loan		$30,000
(*c*) First Liberty Loan converted into Fourth Loan		$30,000
(*d*) Fourth Liberty Loan		$30,000
(*e*) Other United States obligations, except class (*f*), issued since September 1, 1917		$20,000 (See Note B.) $5,000
(*f*) Victory Liberty Loan 4¼% Notes		None.
(*g*) War Finance Corporation Bonds		$5,000 (See note C.)

NOTE A.—This exemption (maximum $45,000) is limited to one and one-half times the amount of bonds of the Fourth Liberty Loan originally subscribed for and still held. State here amount of bonds of the Fourth Liberty Loan originally subscribed for and still held: $.....

NOTE B.—This exemption (maximum $20,000) is limited to three times the amount of notes of the Victory Liberty Loan originally subscribed for and still held. State here amount of notes of the Victory Liberty Loan, 3¾% and 4¾%, originally subscribed for and still held. $.....

NOTE C.—This exemption is separate from the $5,000 exemption allowed on other obligations and can only be claimed against War Finance Corporation bonds.

Interest upon First Liberty Loan, 3½% and Victory Liberty Loan 3¾% convertible gold notes is exempt from all income and profits taxes. Interest upon all other issues of Liberty Loan Bonds as well as interest upon certificates of indebtedness and War Saving certificates is exempt from normal income tax regardless of the amount of the principal and is exempt from profits taxes, only to the extent provided for in the act authorizing the issue and subsequent acts. If your holdings are in excess of the exemptions specified above, secure Form 1125 from Collector and compute taxable interest. Interest on War Finance Corporation bonds is exempt from all normal income tax and is exempt from profits taxes only with respect to a principal not exceeding $5,000. This exemption is in addition to the exemptions above referred to.

SCHEDULE A5: INTEREST FROM OTHER SOURCES.

Submit a schedule showing the source, nature, and amount of the principal items included herein, the minor items being grouped in one figure. The total of the schedule should be entered as Item 5, Schedule A.

(1) Have you included in this item any interest on preferred stock? ..... If so, how much? $.....

(2) Have you included in this item any Federal income tax paid at source in pursuance of tax-free covenant bonds? ..... If so, how much? $.....

For interest on foreign bonds submit a schedule showing (*a*) name of country, (*b*) kind of obligations (whether national, State, municipal, or corporate obligations), (*c*) amount of principal, and (*d*) amount of interest.

SCHEDULE A6: INCOME FROM RENTALS.

Rentals to be reported as income will include all accruals as rent on buildings or other property owned or controlled by the corporation making the return. (Schedule A, Item 6.)

SCHEDULE A9: DIVIDENDS ON STOCK OF FOREIGN CORPORATIONS.

Submit a schedule showing (1) with respect to foreign corporations taxable by the United States upon any portion of its net income, (*a*) name of corporation, (*b*) country in which organized, (*c*) total par value of stock held, and (*d*) amount of dividends; (2) same information with respect to foreign corporations not taxable by the United States upon any portion of the net income.

SCHEDULE A10: GROSS INCOME FROM ALL OTHER SOURCES EXCEPT DIVIDENDS (not including any amount in respect to sale of capital assets or miscellaneous investments).

Submit a schedule showing the source, nature, and amount of the principal items included herein, the minor items being grouped in one figure. The total of the schedule should be entered as Item 10, Schedule A.

SCHEDULE A12: ORDINARY AND NECESSARY EXPENSES (except amounts called for separately in Schedule A and not including cost or value of capital assets or miscellaneous investments sold during taxable period).

Submit a statement showing character and amount of the principal items included in Item 12, Schedule A. (For schedules to be submitted by insurance companies see paragraphs 4 to 7, page 2, General Instructions.)

SCHEDULE A13: COMPENSATION OF OFFICERS.

Submit a schedule showing for each officer (1) name, (2) duties, (3) time devoted to such duties, (4) shares of stock owned or controlled: (*a*) preferred, (*b*) common; (5) total compensation for the taxable period, and (6) amount of, and reason for increase, if any, over preceding period.

Submit a schedule showing for each employee (if a stockholder of the corporation), whose compensation is at the rate of $3,000 or more per annum, facts similar to those called for in respect to officers.

SCHEDULE A14: REPAIRS (including labor, supplies, overhead, and other items properly chargeable to repairs).

Submit a schedule showing the nature and amount of the principal items included in Item 14, Schedule A. (For classification of repairs see paragraph 8, page 2, General Instructions.)

SCHEDULE A17: DEBTS ASCERTAINED TO BE WORTHLESS AND CHARGED OFF WITHIN TAXABLE PERIOD.

Submit a schedule showing the amount (*a*) arising from sales, or services previously reported as income; (*b*) arising from other sources (interest, rent, royalties, etc.) previously reported as income; (*c*) arising from sources other than those specified above (to be itemized).

SCHEDULE A18: EXHAUSTION, WEAR AND TEAR (INCLUDING OBSOLESCENCE).

If a deduction is made on account of depreciation, the following schedule must be filled in, and the total amount claimed in this schedule should correspond with the figures reflected in the balance sheet. (See General Instructions, page 2.)

Kind of property. (If buildings, state the material of which constructed.)	Date acquired.	Cost or fair market value as at March 1, 1913, if acquired prior thereto.	Probable life after acquirement.	Amount of depreciation charged off. This year.	Amount of depreciation charged off. Previous years.
		$	$	$	$
Total		$	$	$	$

NOTE.—If obsolescence is a factor in determining your deduction attach a statement showing the amount claimed for the taxable period and the basis on which computed.

SCHEDULES A22 and A23: PROFIT OR LOSS ON SALES OF CAPITAL ASSETS (including liquidating dividends and miscellaneous investments, and losses sustained during the taxable period from fire, storm, or other casualty, or from theft, not compensated for by insurance or otherwise).

In case of sale of capital assets during taxable period, report the following information:

(1) Original cost of assets ..... $.....

(*a*) Date of acquisition .....

(*b*) Kind of asset .....

(2) Fair market price or value as of March 1, 1913, if acquired prior thereto .....

(3) Cost of subsequent improvements, if any .....

(4) Depreciation, depletion, obsolescence, or amortization to date of sale:

(*a*) Shown by books ..... $.....

(*b*) Accrued but not on books ....

(5) Net cost (Item 1 or Item 2, plus Item 3, minus Item 4) .....

(6) Price at which assets were sold or amount of liquidating dividends received .....

(7) Profit or loss .....

(*a*) If loss, report amount of salvage, insurance, or other recovery, if any $.....

(*b*) Date loss charged off .....

State also how and by whom fair market price or value as of March 1, 1913, was determined .....

Report what amount, if any, of the value above includes good will ..... $.....

In case of exchange of investments submit evidence substantiating the basis used by you in arriving at the cash value of property received in exchange for other property.

SCHEDULE A26: AMORTIZATION OF WAR FACILITIES.

The amount claimed as a deduction under this item should be substantiated by schedule prepared in accordance with Section 214 (*a*) 9, Revenue Act of 1918, Articles 181 to 188, inclusive, of Regulations 45, and Treasury Decision 2859, amending Article 184. The specific information to be submitted is outlined in Article 188, Regulations 45.

DISCOUNT AND PREMIUM ON BONDS SOLD.

There must be attached to the return a schedule showing in detail each issue and sale of bonds of the reporting corporation giving the following information: (*a*) Class; (*b*) date of sale; (*c*) maturity; (*d*) amount sold; (*e*) amount realized; (*f*) premium or discount per annum.

That proportion of the premium or discount applicable to the return period must be reported either as Item 10 or 15, Schedule A, page 1, unless the amount of premiums or discount has been reported as income or allowed as a deduction in prior years. (See Article 544, Regulations 45.)

We, the undersigned, president and treasurer of the corporation, for which this return is made, being severally duly sworn, each for himself deposes and says that this return, including the accompanying schedules and statements, has been examined by him and is, to the best of his knowledge and belief, a true and complete return made in good faith pursuant to the Revenue Act of 1918 and the Regulations issued thereunder.

Sworn to and subscribed before me this 13th day of March, 1920.

Gertrude Denman

(Official capacity.)

Seal of officer making affidavit.

Notary Public, Kings County N. Y.
Clerk's No. 189, Register's No. 1077
New York County Register's No. 1268
Commission expires March 30, 1921

President.

Alfred W. Bamford

Treasurer.

3—8428

March 13th 1920.

Mr. Charles V. Duffy,
Collector of Internal Revenue,
Newark, New Jersey.

Paid $608.25 herewith

Sir:

I enclose herewith Income Tax Return for the D.W.G. Corporation for year 1919.

Very truly yours,

GD

D. W. GRIFFITH COLLECTION
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SCHEDULE "K"

D.W.G. CORPORATION

Balance Sheet, January 1st - 1918.

- - - - - - - - -

ASSETS.			LIABILITIES.		
Accounts receivable - - - - -		$60250.	Capital Stock		$205100.
Investments:			Paid in surplus		6975.
762 shares Wark Prod Co.			Surplus		
97 " DavidW.Griffith Co.	$9700.		Earned 1916-1917	$6253.95	
60 " Epoch Prod.Co.	1800.		" 1918	960.87	7214.82
225 " F-4Corp.	1125.	12625.			
Griffith accts. Rec:					
" Personal - - - - - - - - -		48805.95			
" Ranch		3032.42			
" War Picture		51619.26			
Ctfs. Ind.		19250.00			
Autoscope Inv.		18225.00			
Artcraft Prg.Pictures		283.35			
Cash		5198.84			
		$ 219289.82			219289.82

Balance Sheet, January 1st 1919.

ASSETS.			LIABILITIES.		
Accounts receivable - - - -		60250.00	Capital Stock		$205100.00
Investments:			Paid in surplus		6975.00
762 shares WarkProd. Co.			A.H.T. Banzhaf		1740.00
97 " D.W.Griffith Corp.	9700.		Surplus:		
60 " Epoch Prod. Corp.	1800.		Earned 1916,1917		
105 " F-4 Corp.	525.	12025.00	1918 $7214.82)		
Griffith accts. Rec.:			" 1919		
" Personal		10275.70	(as above)	26999.57)	
" Ranch		3032.42			34214.39
" War Picture		30851.75			
Ctfs. Ind.		15750.00			
Autoscope Patent Invest.		28333.65			
Artcraft Prog. Pictures.		283.35			
Real Estate		50000.00			
Griffith Studio		1100.00			
D.W.Griffith Corp.		20.00			
Cash		36108.12			
		$ 248029.39			$ 248029.39

SCHEDULE "A5"

Interest on deposits - - - - - - - - - - -	$266.87
Premiums & Interest received on certificates of indebtedness - -	1968.75
	$2235.62

SCHEDULE "A-6"

Rental of real property - - - - - - - - - $26,000

SCHEDULE "A-13"

(1) Robert C. Richter (2) Assistant Treasurer (3) Two days per week.
(4) None (5) $295. (6) $10.

SCHEDULE "A-12"

Expenses incurred for closing title, etc, on real property - - - - - - - - - -	$2,947.05
Attorneys' fees - - - - - - - - - - - - -	1,800.00
Misc. Expenses such as telegrams, telephones, etc.	107.00
	$4,854.05

IF RETURN IS FOR CALENDAR YEAR 1919 FILE IT WITH THE COLLECTOR OF INTERNAL REVENUE FOR YOUR DISTRICT ON OR BEFORE MARCH 15, 1920

IF FOR A PERIOD OTHER THAN A CALENDAR YEAR THE RETURN SHOULD BE FILED ON OR BEFORE THE 15TH DAY OF THE THIRD MONTH FOLLOWING THE CLOSE OF SUCH PERIOD

Form 1120—UNITED STATES INTERNAL REVENUE SERVICE

CORPORATION INCOME AND PROFITS TAX RETURN

FOR CALENDAR YEAR 1919

Or for period begun ....., 19....., and ended ....., 19.....

If the net income includes more than $10,000 from Government contracts, procure from the Collector of Internal Revenue for your district Form 1120S, execute and file the same as a part of this return.

(Print plainly corporation's name and principal place of business)

D W G Corp
(Name)
2 Rector Street
(Street and number or rural route)
New York City
(Post office and State)

CASH	
CHECK	
M. O.	
CERT. of IND.	

(DO NOT WRITE IN THIS SPACE)

Examined by .....

Audited by .....

FIRST PAYMENT

$ .....

Cashier's Stamp

KIND OF BUSINESS Stock Holding Corporation IS THIS A CONSOLIDATED RETURN? No

SCHEDULE A—TAXABLE NET INCOME.

GROSS INCOME.

1. Gross sales, less returns and allowances	$		
2. Less cost of goods sold, exclusive of expenses, repairs, and other items called for separately below (from Schedule A2):		$	
3. Gross income from operations other than trading or manufacturing, less allowances			
4. Interest on obligations of the United States or its possessions and War Finance Corporation Bonds not exempt (from Schedule A4)			
5. Interest from other sources (from Schedule A5)			2 23562
6. Rentals (see Schedule A6)			16 00 —
7. Royalties			
8. Share of net income earned (during taxable period) by personal service corporations (whether received or not)			
9. Dividends on stock of foreign corporations (from Schedule A9), $.....; dividends on stock of domestic corporations other than personal service corporations, $ 4950 Total			4 950 —
10. Gross income from all other sources except dividends (not including any amount in respect to sales of capital assets or miscellaneous investments, see Item 22, below) (from Schedule A10)			
11. TOTAL OF ITEMS 1 TO 10		$	33 185 62

DEDUCTIONS.

12. Ordinary and necessary expenses (except amounts reported in Item 2 above or called for separately below, and not including cost or value of capital assets or miscellaneous investments sold during taxable period, see Item 22) (from Schedule A12): Labor, $ ..... Other expenses, $ 48540 Total			4 854 05
13. Compensation of officers (including salaries, commissions, and other compensation in whatever form paid) (from Schedule A13)			29 —
14. Repairs (including labor, supplies, etc.) (from Schedule A14): Labor, $ ..... Other expenses, $ ..... Total			
15. Interest (except on indebtedness incurred or continued to purchase or carry obligations or securities, other than obligations of the United States issued after September 24, 1917, the interest on which is wholly exempt from taxation (see paragraph 9, page 2, General Instructions)			
16. Taxes (except Federal income, war-profits and excess-profits taxes, taxes which are a credit under Section 238, and taxes assessed against local benefits of a kind tending to increase the value of the property assessed)			437 —
17. Debts ascertained to be worthless and charged off within the taxable period (from Schedule A17)			
18. Exhaustion, wear and tear (including obsolescence) (from Schedule A18)			
19. Depletion; if claimed secure from the Collector Form D (minerals), Form E (coal), Form F (miscellaneous non-metals), Form O (oil and gas), or Form T (timber), fill in and file with return			
20. TOTAL OF ITEMS 12 TO 19		$	11 786 05
21. DIFFERENCE BETWEEN ITEMS 11 AND 20		$	21 399 57
22. Profit or loss on sales of capital assets and miscellaneous investments, including liquidating dividends (from Schedule A22)	$	600 —	
23. Losses sustained during the taxable period and not compensated for by insurance or otherwise. (Extend in last column adjustment of Items 22 and 23.) (From Schedule A23)		300	600 —
24. Net income for taxable period exclusive of deductions for dividends and amortization (total of or difference between Items 21 and 23, the latter as extended)		$	20 999 57
25. Dividends received from domestic corporations not personal service corporations, and dividends upon stock of foreign corporations taxable by the United States upon any portion of their net incomes	$	4 950 —	
26. Amortization of war facilities (from Schedule A26) (extend total of Items 25 and 26)			
27. NET INCOME FOR TAXABLE PERIOD (difference between Items 24 and 26, the latter as extended—to be entered as Item 5, Schedule D)		$	22 049 57

SCHEDULE B—INVESTED CAPITAL.

ITEM.	AMOUNT.
1. Capital, surplus, and undivided profits at beginning of taxable period as shown by books (from Schedule E, line 11, page 2)	$ 219 289 92
2. Plus adjustments by way of additions (from Schedule F, line 7)	
3. TOTAL	219 289 92
4. Less adjustments by way of deductions (from Schedule G, line 8)	
5. REMAINDER	219 289 92
6. Plus or minus changes in invested capital during taxable period (from Schedule H)	
7. TOTAL (OR REMAINDER)	219 289 92
8. Less deduction on account of inadmissible assets (from Schedule J)	10 964 50
9. Invested capital for taxable period. (If return is for a period less than a full year, see paragraph 11, page 2 of Instructions)	208 324 42

SCHEDULE C—EXCESS-PROFITS CREDIT.

1. Eight per cent of invested capital for taxable period (Item 9 of Schedule B)	$ 16 666 03
2. Exemption ($3,000) (except for foreign corporations)	3 000 —
3. Excess-Profits Credit (Item 1 plus Item 2). (If return is for a period less than a full year, see paragraph 11, page 2 of Instructions)	$ 19 666 03

SCHEDULE D—COMPUTATION OF TAXES.

1. BRACKETS.	2. AMOUNT OF NET INCOME (ITEM 27, SCHEDULE A) IN EACH BRACKET.	3. EXCESS-PROFITS CREDIT (ITEM 3, SCHEDULE C).	4. BALANCE SUBJECT TO TAX.	5. RATE.	6. AMOUNT OF TAX.
1. Not over 20% of invested capital	$ 22 049 57	$ 19 666 03	$ 2383 54	20%	$ 476 71
2. Over 20% of invested capital				40%	
3. Totals computed under Section 301(b)	$	$	$		$ 476 71
4. Excess-Profits Tax, if computed under Sections 302, 303, 304(c) or 337 of Revenue Act of 1918					$

INCOME TAX.

5. Net income for taxable period (Item 27, Schedule A)		$ 22 049 57	
6. Less: Interest on obligations of United States and War Finance Corporation Bonds, not exempt (Item 4, Schedule A)	$		
7. Excess profits tax (Item 3 or 4, column 6, Schedule D) or	476 71		
8. Excess-profits and war-profits taxes (Item 16, Form 1120 S, income from Government contracts)			
9. Exemption, except for foreign corporations, $2,000 unless return is for less than a year (see paragraph 11, page 2 of Instructions)	2000 —	2476 71	
10. Balance subject to income tax (Item 5, less Items 6, 7 (or 8), and 9)		$ 19 572 86	
11. Tax of 10% on Item 10			$ 1 957 29
12. Total tax (Item 3, 4, or 8 plus Item 11)			$ 2 433 —
13. Less: Income, war-profits, and excess-profits taxes paid or accrued to foreign countries or to possessions of the U. S. (See sections 238 and 240(c) of Revenue Act of 1918)	$		
14. Income tax withheld at the source in case of a foreign corporation not engaged in a trade or business within the U. S., and not having any office or place of business therein			
15. Balance of tax (Item 12 minus Items 13 and 14)			$ 2 433 —

9—9128

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SCHEDULE E.—CAPITAL, SURPLUS, AND UNDIVIDED PROFITS AS SHOWN BY BOOKS BEFORE ANY ADJUSTMENTS ARE MADE THEREIN.

E4. Stock actually outstanding at the end of the preceding taxable period should be entered in this schedule to the extent that it is paid up. If stock or shares were issued at a nominal value or without par value the entries should reflect the amounts on the books in respect thereof at the close of the preceding taxable period.

E5. This item should include paid-in surplus per books at the end of the preceding taxable period. If any amount is claimed under Section 326 (a) (2) of the Revenue Act of 1918 or under Article 837 of Regulations 45, the amount claimed should be entered under Item 1, Schedule F, and not in this schedule.

E7. Reserves which represent allocations of surplus and were not accumulated through deductions made in computing net income as returned in previous years may, if properly explained, be entered on line 7. Such entries should be identified and if necessary reconciled with balance-sheet reserves.

E10. If the corporation had on hand at any time during the taxable period any treasury stock, copies of the journal entries covering the original issuance, repossession and any subsequent adjustments should be furnished. Treasury stock includes all stock reacquired by the corporation and not canceled, regardless of the reason for the acquisition.

Item.	Amount.
Capital stock paid up and actually outstanding at the close of the preceding year:	
1. First preferred	$
2. Second preferred	
3. Common	205100
4. TOTAL	$ 205100
Surplus and undivided profits:	
5. Paid-in surplus	6975
6. Earned surplus and undivided profits	7314.82
7. Reserves, additions to which are not deductible in computing net income (to be reconciled with balance-sheet items)	
8. Other items (to be detailed)	
9. TOTAL OF ITEMS 4, 5, 6, 7, AND 8	$ 219289.82
10. Deduction on account of treasury stock	
11. Capital and surplus at beginning of taxable period as shown by books	$ 219289.82

SCHEDULE F.—ADJUSTMENTS BY WAY OF ADDITIONS.

F1. If an addition to invested capital is claimed in Item 1, Schedule F, submit a statement showing (*a*) the kind of property, (*b*) the year in which it was paid in, (*c*) from whom acquired, explaining his relationship to the corporation, (*d*) the actual cash value of such property at the date when paid in, (*e*) the par value of stock or shares issued therefor and the amount at which such property was entered in the accounts, (*f*) the basis upon which the actual cash value of the property was determined and the date when such determination was made, and (*g*) the amount of depreciation sustained on such property from the date of acquisition to the beginning of the taxable period.

F2. If an addition to invested capital is claimed in Item 2, Schedule F, submit a statement showing (*a*) the kind of property, (*b*) the year in which it was acquired, (*c*) its cost, (*d*) the amount of depreciation sustained on such property from the date of acquisition to the beginning of the taxable period. State also whether each item sought to be restored was actually used or usable at the beginning of the taxable period Were these expenditures, when made, written off in lieu of depreciation? ---- If so, explain what adjustments have been made to provide for depreciation in view of the proposed restoration to surplus. Additions in this item are cumulative to the beginning of the taxable period. For all additions hereunder provision must be made for depreciation to the beginning of the taxable period.

F3. If any addition to invested capital is claimed in Item 3, Schedule F, state specifically the amount of depreciation written off each year in the books of the company and the amount allowed as a deduction in computing net income. Additions to this item are cumulative to the beginning of the taxable period.

Item.	Amount.
1. Actual cash value of tangible property clearly and substantially in excess of par value of stock issued therefor or of the cash or other consideration paid therefor (Articles 836 and 837)	$
2. Additions to surplus (Articles 840 to 843)	None
3. Depreciation or depletion charged in the accounts of the corporation but disallowed by the Department as a deduction on income-tax returns	
4.	
5.	
6.	
7. TOTAL	$

SCHEDULE G.—ADJUSTMENTS BY WAY OF DEDUCTIONS.

G1. Is any patent, copyright, secret process, or formula, good will, trade-mark, trade brand, franchise, or other similar intangible property, paid in for stock, carried as an asset by the corporation? no If not entered specifically as such, is the intangible value merged under any other title or titles on the books or balance sheets submitted with this return? no Is it entered on the books at a value in excess of its actual cash value when paid in? no In excess of the par value of the stock issued therefor? no Is the aggregate of such assets acquired prior to March 3, 1917, entered on the books at a value in excess of 25 per cent of the par value of the stock outstanding on March 3, 1917? no Is the aggregate of such assets entered on the books at a value in excess of 25 per cent of the par value of the stock outstanding at the beginning of the taxable period? no

If the answer to any of the foregoing questions is "yes," submit a statement showing separately with respect to such assets acquired (1) before March 3, 1917, and (2) on or after that date, (*a*) date of acquisition; (*b*) cash value at that date, with a complete explanation of the basis upon which such cash value was determined; (*c*) par value of the stock issued therefor; (*d*) par value of total stock outstanding March 3, 1917; (*e*) par value of total stock outstanding at the beginning of the taxable period; (*f*) the value at which such assets are entered on the books of the corporation.

If all the intangibles were acquired before March 3, 1917, the amount by which (*f*) exceeds (*b*), (*c*), 25 per cent of (*d*), or 25 per cent of (*e*), whichever is lowest, must be entered as Item 1, Schedule G, for the taxable period.

If the intangibles were acquired on or after March 3, 1917, the amount by which the entry in (*f*) relating to such intangibles exceeds (*b*) or (*c*) relating thereto, or 25 per cent of (*e*), whichever is lowest, must be included in Item 1, Schedule G, for the taxable period: *Provided*, That if intangibles were acquired before March 3, 1917, and also on or after that date, deduction shall be made so that the amount included in invested capital for the aggregate of intangibles shall not exceed 25 per cent of the par value of the total stock outstanding at the beginning of the taxable period.

NOTE.—If the stock of the corporation was issued at a nominal value or without par value, for the purpose of the computation under Item 1, the par value shall be deemed to be the fair market value as of the date or dates of issue. The aggregate value so determined of stock outstanding on March 3, 1917, or at the beginning of the taxable period, shall be the basis for the computation.

G2. Is any tangible property, paid in for stock, carried as an asset by the corporation? no If so, is it entered on the books at a value in excess of its actual cash value when received? ---- In excess of the par value of the stock paid therefor? ----

If the answer to any of the foregoing questions is "yes," submit a statement showing (*a*) kind of property, (*b*) when acquired, (*c*) par value of the stock paid therefor, (*d*) actual cash value of the property when paid in, (*e*) the basis on which that value was determined, (*f*) value at which the property is entered on the corporation's books, and (*g*) amount by which such value exceeds the allowable value under Section 326 (a) (2) of the Revenue Act of 1918. Enter this amount as Item 2, Schedule G, for the taxable period.

G3. Was the business reincorporated, reorganized, or consolidated or was its ownership changed or was there a change in ownership of property after March 3, 1917? no If so, answer the following questions:

(*a*) Did an interest of 50 per cent or more in the business or in the property which changed ownership remain in the control of the same persons, corporations, associations, or partnerships, or of any of them? ....

(*b*) Were any of the assets entered on the books of the corporation making this return at a higher value than on the books of its predecessor? ----

(*c*) If such previous owner was not a corporation, attach a statement showing (1) the cost of acquisition to the previous owner of any asset so transferred or received, (2) expenditures subsequent to that date for betterment or development not deducted as expense or otherwise since March 1, 1913, by such previous owner, (3) the allowance for depreciation, depletion, or impairment since the date of acquisition by such previous owner.

(*d*) If all, or substantially all, of the property was acquired from a corporation during the taxable period, attach hereto balance sheets of such predecessor corporation as at the beginning of the taxable period and as at the date immediately prior to the transfer of the property to the corporation making the return, and also a balance sheet or statement of the corporation making this return showing the values at which such property received or transferred were entered on the books.

For the purpose of determining invested capital each asset so transferred shall be valued (*a*) as if still in the possession of the previous owner, if a corporation, or, if not a corporation, (*b*) at its cost to such previous owner, with proper adjustments for losses and improvements.

G4. Is any property (including physical property, securities, and intangible property) paid for with cash or with other tangible property entered on the books of the corporation at a value in excess of the amount of cash paid therefor or the actual cash value of the tangible property paid therefor? No If so, submit a statement showing (*a*) kind of property, (*b*) amount of cash paid therefor, (*c*) actual cash value of other tangible property paid therefor, (*d*) how that value was determined, (*e*) value at which the property is entered on the books of the corporation, and (*f*) excess of (*e*) over (*b*) or (*c*). This excess must be entered as Item 4, Schedule G, for the taxable period.

G5. Has adequate provision been made in the accounts of the company for (*a*) losses of every kind? Yes, (*b*) depreciation? ----, (*c*) obsolescence? ----, (*d*) depletion of mineral deposits, timber supplies, and the like? ----

If adequate charge has not been made for depreciation, depletion, obsolescence, and other losses, and the value of the property has not been maintained by replacements that have been charged to expense, proper additional charges therefor must be computed for all years in which they were not made on the books, and the total amount of such charges must be entered as Item 5, Schedule G.

Item.	Amount.
1. Valuation of patents, copyrights, secret processes, or formulæ, good will, trade-marks, trade brands, franchises, or other intangible property	$
2. Valuation of tangible property paid in for stock	
3. Valuation of assets acquired in reorganizations	
4. Appreciation	
5. Depreciation, depletion, and other losses	
6.	
7.	
8. TOTAL DEDUCTIONS	$

SCHEDULE H.—CHANGES IN INVESTED CAPITAL DURING TAXABLE PERIOD.

1. Changes in invested capital during the taxable period ordinarily arise in one or more of the following ways:

Additions—

(*a*) By sale of capital stock for cash or by the issue of capital stock for tangible or other assets.

(*b*) By payment of assessments by stockholders or by creation of paid-in surplus by contribution of stockholders.

Deductions—

(*c*) By liquidation of part of the capital by retirement of stock or by purchase of treasury stock not out of current earnings.

(*d*) By payment of cash dividends out of earnings of prior years.

(*e*) By payment of Federal income and profits taxes for the previous years.

The changes with respect to taxes will occur in nearly every case. Should no changes be noted, the reason for the omission should be stated.

2. The following instructions should be followed in making the above adjustments; each item should be designated as an addition or deduction, deduction being designated by red ink:

(*a*) If stock is issued for cash, the actual cash received (but not the amount of discount) should be entered in this schedule. Assets (other than cash) paid in for stock must be valued in accordance with Section 326 (a) (2) of the Revenue Act of 1918.

(*c*) If capital stock of the corporation is reacquired but not paid for out of current profits, the cost of such stock should be deducted from invested capital.

(*d*) Report dividends paid out of profits of prior years but not dividends paid out of profits of the taxable period. Any distribution made during the first 60 days of the taxable period shall be deemed to have been made from earnings or profits accumulated during preceding taxable period; but any distribution made during the remainder of the taxable period shall be deemed to have been made from the profits for that period to the extent that such profits are sufficient. (See Article 1542.)

(*e*) The amount of Federal income and profits taxes payable should be prorated and deducted as of the dates when due and payable whether reserves have been set up on the books or not. (See Article 845.)

3. The data called for in columns 1 to 5 should be given for all transactions, except that columns 3 and 4 are applicable only to the issue or reacquisition of the corporation's stock.

4. In column 6 enter the number of days remaining in the taxable period (including the date of change).

5. The net changes not reported in Schedule L, if not in accordance with the increases or decreases reflected in the balance sheets, should be fully reconciled therewith.

1. Nature of additions and deductions.	2. Date.	3. Number of shares sold or re-acquired.	4. If for cash, state price per share.	5. Amount of cash or cash value actually received or paid out.	6. Number of days effective.	7. Adjusted average. (Column 5 × Column 6 / No. days in taxable period.)
1. No Federal Income Tax for year 1918						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						

SCHEDULE J.—INADMISSIBLE ASSETS.

Has the corporation any inadmissible assets (i. e., stocks, bonds, and other obligations, except obligations of the United States, the income from which is not taxable)? Yes

If so, attach hereto a statement showing for the taxable period the facts called for in items (*a*) to (*j*) of this schedule.

If the income from such assets consists in part of gain or profit from the sale or other disposition thereof, or if all or part of the interest derived from such assets is in effect included in the net income because of the limitation on the deduction of interest under Section 234 (a) (2) of the Revenue Act of 1918, then a corresponding part of the capital invested in such assets is deemed an admissible asset. In such case set forth in detail—

(*a*) the various kinds of income derived from such assets and the computation of the part of the capital invested therein which is deemed an admissible asset.

For the purpose of this schedule inadmissible assets shall be valued at cost of acquisition, except that if the taxpayer is a dealer in securities and inventories such assets in accordance with Article 1585, Regulations 45, such inventory figure shall constitute the measure of value. Admissible assets shall be valued as provided in Sections 326, 330, and 331 of the Revenue Act of 1918 and Articles 831–869, 931–934, and 941 of Regulations 45. The average amount of assets of each kind held during any year may ordinarily be determined by dividing by 2 the sum of the amount of such assets held at the beginning of the taxable period and the amount held at the end of the taxable period. In such case the amount of admissible assets may best be determined from (1) the balance sheet as at the beginning of the period *adjusted* with respect to the items in Schedules F and G and (2) the balance sheet as at the end of the period correspondingly adjusted. But if at any time during the taxable period a substantial change has taken place in the amount of such assets, the average amount must be determined as provided in Article 852 of Regulations 45. In such case show in detail—

(*b*) The computation of such amount; From Balance Sheets

(*c*) Amount of inadmissible assets held at beginning of the taxable period; 12625

(*d*) Amount of inadmissible assets held at end of taxable period; 12025

(*e*) Average amount of inadmissible assets held during taxable period; 12325

(*f*) Amount of admissible assets held at beginning of taxable period; 210664.82

(*g*) Amount of admissible assets held at the end of taxable period; 236004.39

(*h*) Average amount of admissible assets held during taxable period; 223334.60

(*i*) Sum of (*e*) plus (*h*); 233659.60

(*j*) Percentage which (*e*) is of (*i*). 5%

This percentage (*j*) should be applied to the amount appearing on line 7, Schedule B, in order to obtain the deduction on account of inadmissible assets, which should be entered on line 8, Schedule B.

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QUESTIONS.

KIND OF BUSINESS.

1. By means of the key letters given below, identify the corporation's main income-producing activity with one of the general classes, and follow this by a special description of the business sufficient to give the information called for under each general class.

(A) Agriculture and related industries, including fishing, logging, ice harvesting, etc., including the leasing of such property. State the product or products. (B) Mining and quarrying, including gas and oil wells. Include the leasing of such property. State the product or products. (C) Manufacturing. State the product and also the material if not implied by the name of the product. (D) Construction. Excavations, buildings, bridges, railroads, ships, etc., also equipping and installing same with systems, devices, or machinery, without their manufacture. State nature of structures built, materials used, or kind of installations. (E1) Transportation—rail, water, local, etc. State the kind and special product transported, if any. (E2) Public utilities, gas, natural, coal, or water; electric light or power, hydro or steam generated; heating, steam or hot water; telephone; waterworks or power. (E3) Storage without trading or profit from sales. Elevator, warehouses, stockyards, etc. State product stored. (E4) Leasing transportation or utilities. State kind of property. (F) Trading in goods bought and not produced by the trading concern. State manner of trade, whether wholesale, retail, or commission, the product handled. Sales with storage with profit primarily from sales. (G) Service, domestic, including hotels, restaurants, etc.; amusements; other professional personal, or technical service. State the service. (H) Finance, including banking, real estate, insurance. (I) Concerns not falling in above classes (*a*) because of combining several of them with no predominant business, or (*b*) for other reasons.

2. Concerns whose business involves activity falling in two or more of the above general classes, where the *same product* is concerned, should report business as identified with but one of the above general classes; for example, concerns in A or B which also transport and market their own product exclusively or mainly, should still be identified with classes A or B; concerns in C (manufacturing) which own or control their source of material supply in A or B and which also transport, sell, or install their own product exclusively or mainly, should be identified with manufacturing; concerns in D may control or own source of supply of materials used exclusively or mainly in their constructive work; concerns in E1 or E2 may own or control the source of their material or power; concerns in F may transport or store their own merchandise, but its production would identify them with A, B, or C.

3. Answers:

(*a*) General class (use key-letter designation) I

(*b*) Main income-producing business (give specifically the information called for under each key letter, also whether acting as principal, or as agent on commission; state if inactive or in liquidation) Stock holding Corporation - Principal

OTHER CONCERNS IN SAME BUSINESS.

4. Enter on the following lines the names and addresses of five representative concerns in your locality or section of the country engaged in the same kind of business:

No knowledge

INCORPORATION.

5. Date of incorporation May 20 1916

6. Under the laws of what State or country? Delaware

REORGANIZATION AND ACQUISITION OF MIXED AGGREGATES OF ASSETS.

7. Has the corporation, *or any of its predecessors*, been reorganized, or has it, *or a predecessor*, taken over a going business or acquired a mixed aggregate of tangible property, patents, and copyrights, and good will and other similar intangible property, and paid for such property in whole or in part with stock or other securities since the close of the preceding taxable period? No

8. If so, furnish a brief narrative history of the business and submit a statement showing:

(*a*) The name of the concern taken over (or from which the property was acquired);
(*b*) The nature of the assets and liabilities so acquired;
(*c*) The total par value of the stock issued therefor;
(*d*) The value at which each class of assets was carried on the books of the concern from which acquired (submit a balance sheet of the predecessor concern as at the date of acquisition or as at the close of its last accounting period prior thereto);
(*e*) The value at which each item was entered in the books of the corporation making this return, and full details of any adjustments subsequently made pertaining thereto and the basis on which such revaluation was made.

9. If patents, copyrights, secret processes or formulæ, good will, trade-marks, trade brands, franchises, or other intangible property were acquired, state also the basis on which their value was determined and how they were paid for.

10. If at the time of any purchase or reorganization as contemplated in question 7, any property was entered on the books of the reorganized concern or any vendee predecessor at a value in excess of that at which it was carried on the books of the vendor concern, state the basis on which the revaluation was made.

AFFILIATIONS WITH OTHER CORPORATIONS (TO BE ANSWERED BY EVERY CORPORATION).

11. Do you own directly or control through closely affiliated interests or by a nominee or nominees over 50 per cent of the outstanding voting capital stock of another corporation or of other corporations? Yes

12. Is over 50 per cent of your outstanding voting capital stock owned by another corporation or by two or more corporations that are affiliated? No

13. Is over 50 per cent of your outstanding voting capital stock as well as over 50 per cent of the outstanding voting capital stock of another corporation or of other corporations owned or controlled by the same individual or partnership or by the same individuals or partnerships? Yes

14. If the answer to questions 11, 12, or 13, or any of them is "yes," procure from the Collector of Internal Revenue for your district Affiliated Corporations Questionnaire, Form 819, which shall be filled out and filed as a part of this return.

VALUATION OF CAPITAL STOCK.

15. What was the fair value of the total capital stock of the corporation as determined in the last assessment, if any, of the capital stock tax $ 212446.22 Date of that assessment? Nov 7, 1919

PREDECESSOR BUSINESS.

16. Did you file a return under the same name for the preceding taxable period? Answer "Yes" or "No" Yes If not, was your corporation in anyway an outgrowth, result, continuation, or reorganization of a business or businesses which was in existence during the taxable or preceding period? Answer "Yes" or "No" If answer is "yes," give name and address of each predecessor business.

BASIS OF RETURN.

17. Is this return made on the basis of actual receipts and disbursements? Yes If not, describe fully what other basis or method was used in computing net income

GOVERNMENT CONTRACTS.

18. Have any adjustments been made during the taxable period on account of contract or contracts between the Government or its agencies or in any Government contract or contracts in which you derived income directly or indirectly, through the operations of a claim board or otherwise? Answer "Yes" or "No" No If so, state the amounts involved $; whether or not such amounts are included in this return ; and, if not, was an amended return for 1918, accounting for the additional income, filed? Submit a schedule showing full particulars of the contract, date entered into, date the work ceased under said contract or contracts, and the amount and nature of the adjustment.

PREPARATION OF RETURNS.

19. Did you employ anyone especially to prepare or advise in the preparation of this return? Answer "Yes" or "No" No If so, give name and address

LIST OF ATTACHED SCHEDULES.

Enter below a list of all schedules accompanynig this return, giving for each a brief title and the schedule number.

Schedules - A Interest detail
A6 Rentals
A12 Expenses
A13 Compensation of Officers
K Balance Sheet

SCHEDULE K.—BALANCE SHEETS.

Attach hereto balance sheets as of the beginning and end of the taxable period (preferably in parallel columns), showing as nearly as practicable the details called for below. (These balance sheets should be prepared from the books and should be in agreement therewith, or any differences should be reconciled, and if this is a consolidated return, balance sheets should be furnished in accordance with paragraph 7 of page 1 of Instructions.)

ASSETS.

Cash (including cash in bank and on hand, certificates of deposit, etc.).
Trade accounts (before deducting reserves for losses).
Notes receivable from customers.
Other accounts and notes receivable (to be classified).
Inventories:
- Raw materials.
- Work in progress.
- Finished products.
- Supplies.

Investments:
- Bonds—
  - U. S. bonds and obligations (each issue to be stated separately).
  - Exempt (municipal, State, etc.).
  - Other.

ASSETS—Continued.

Investments—continued.
- Stock of corporations—
  - Foreign.
  - Domestic.

Loans and advances:
- To officers and employees.
- To others.

Deferred charges to future operations (to be detailed).
Fixed assets:
- Land.
- Buildings.
- Machinery.
- Tools and minor equipment.
- Delivery equipment.
- Office furniture.
- Other (state character).

TOTAL.

ASSETS—Continued.

Fixed assets—continued.
Less reserves for depreciation (show separately amount applicable to each fixed asset).*

NET VALUE.

Patents, good will, and other intangible assets:
- Paid for in cash or other tangible property.
- Paid for in stock (other than stock dividends).
- Created by stock dividend or otherwise.

Discount:
- On bonds.
- On stock.

TOTAL.

LIABILITIES.

Notes payable:
- To officers and stockholders.
- To others (including bank loans).

Accounts payable:
- Trade.
- Other.

Accrued expenses and reserves, the charges creating which are allowable deductions from income (to be detailed).
Reserves, the charges creating which are not allowable deductions from income:
- Reserves for losses on notes and accounts receivable.
- Other reserves (to be detailed).

Capital stock outstanding (to be classified).
Surplus and undivided profits.

TOTAL.

*Reserves for depreciation may be deducted from the respective asset accounts or itemized on the liability side of the balance sheet.

All corporations engaged in an interstate and intrastate trade or business and reporting to the Interstate Commerce Commission and to any national, State, municipal, or other public officer, may submit in lieu of above Form copies of their balance sheets prescribed by said Commission or State and municipal authorities, as at the beginning and end of the taxable period.

SCHEDULE L.—ANALYSIS OF SURPLUS ACCOUNT.

Attach hereto an analysis of the corporation's surplus account, showing the details of all adjustments of surplus for the taxable period, as nearly as practicable in the following form:

1. Surplus at beginning of taxable period as shown by books. 7214.83
Add: 2. Total net profit as shown by books (Item 1, Schedule M). 27999.56
3. Other credits to surplus (to be detailed). —
4. Total of Items 1, 2, and 3. 35214.39

Deduct: 5. Dividends (state date declared and date and amount of each payment, also whether in cash or in stock, and out of which year's earnings paid).
6. Other debits to surplus (to be detailed).
7. Total of Items 5 and 6.
8. Surplus at end of year as shown by books. 35214.39

If this is a consolidated return, analyses should be furnished in accordance with paragraph 7, page 1, of Instructions.

SCHEDULE M.—RECONCILIATION OF NET PROFIT AS SHOWN BY BOOKS WITH TAXABLE NET INCOME.

1. Net profit for taxable period as shown by books, before any adjustments are made therein	$		26	999	57	6. Nontaxable income:			
2. Unallowable deductions:						(a) Interest on obligations of the United States and its possessions, wholly exempt	$		
(a) Donations, gratuities, and contributions						(b) Interest on obligations of States, Territories, and political subdivisions thereof			
(b) Income, war-profits, and excess-profits taxes paid or accrued to the United States, its possessions, or a foreign country						(c) Interest on Farm Loan Bonds issued under Federal Farm Loan Act			
(c) Special improvement taxes tending to increase the value of the property assessed						(d) Dividends on stock of domestic corporations and from foreign corporations taxable by United States upon any portion of their net incomes		4	942 —
(d) Furniture and fixtures, additions, or betterments treated as expenses on the books						(e) Dividends on stock of personal service corporations out of earnings upon which a Federal income tax has been imposed			
(e) Replacements covered by depreciation						(f) Other items of nontaxable income (to be detailed)			
(f) Insurance premiums paid on the life of any officer or employee for the benefit of the corporation or business						(g)			
(g) Interest on indebtedness incurred or continued to purchase or carry obligations or securities (other than obligations of the United States issued after September 24, 1917), the interest upon which is wholly exempt from taxation						(h)			
(h) Additions to reserves for bad debts, contingencies, etc. (to be detailed)						(i)			
(i)						7. Charges against reserves for bad debts, contingencies, etc. (to be detailed)			
(j)						(a)			
(k)						(b)			
(l)						(c)			
(m) Other unallowable deductions (to be detailed)						(d)			
(n)						8. Amount necessary to adjust book profit or loss with the amounts reported in Items 22 and 23, Schedule A (unless entry belongs on line 4)			
3. Distributive share of net income, earned during period by personal service corporations not received or accrued on books						9. Taxable net income (Item 27, Schedule A)		22	049 57
4. Amount necessary to adjust book profit or loss with the amounts reported in Items 22 and 23, Schedule A (unless entry belongs on line 8)									
5. TOTAL	$	26	999	57		10. TOTAL	$	26	999 57

SUPPORTING SCHEDULES.

The following schedules must be filled out in support of Schedule A, page 1, and firmly attached to this Return:

SCHEDULE A2: COST OF GOODS SOLD, EXCLUSIVE OF EXPENSES, REPAIRS, AND OTHER ITEMS CALLED FOR SEPARATELY. (Secure from the Collector of Internal Revenue and file as a part of this Schedule Certificate of Inventory, Form 1126.)

Merchandise bought for sale ..... $

Cost of manufacturing or otherwise producing goods. (Submit schedule showing principal items of cost.) .....

Plus inventories at beginning of year .....

TOTAL ..... $

Less inventories at end of year .....

Cost of goods sold .....

NOTE.—Inventories must be valued at (*a*) cost or (*b*) cost or market, whichever is lower, provided that whichever basis is used must be applied to each item in the inventory and not to a part only. Inventories at the end of the taxable period must be valued on the same basis as those at the end of the preceding taxable period, unless permission to make a change has been first obtained from the Commissioner.

If claims for losses on inventories or rebates on sales made under Section 214 (*a*) 12 of the Revenue Act of 1918 have been allowed, the opening inventory must be correspondingly adjusted (see Article 266 of Regulations 45).

State here which of the above-mentioned bases for valuing inventories is used in this return .....

.....

SCHEDULE A3: GROSS INCOME FROM OPERATIONS OTHER THAN TRADING OR MANUFACTURING.

Submit a schedule showing the nature and amount of the principal items included. See Schedule A, Item 3. (For insurance companies see paragraphs 2 and 3, page 2, General Instructions.)

SCHEDULE A4: INTEREST ON OBLIGATIONS OF UNITED STATES OR ITS POSSESSIONS NOT EXEMPT.

Enter in table below the maximum amount of Liberty Bonds and other obligations of the United States issued since September 1, 1917 (par value), held at any one time, and War Finance Corporation Bonds from which interest was derived during the taxable period.

1. Class of Obligation.	2. Maximum Amount of Obligations.	3. Maximum Exemption.
(*a*) First Liberty Loan converted into Second Loan and Second Liberty Loan unconverted	$	$45,000 (See Note A.)
(*b*) First and Second Liberty Loans converted into Third Loan and Third Liberty Loan		$30,000
(*c*) First Liberty Loan converted into Fourth Loan		$20,000 (See Note B.)
(*d*) Fourth Liberty Loan		$30,000
(*e*) Other United States obligations, except class (*f*), issued since September 1, 1917		$30,000
		$5,000
(*f*) Victory Liberty Loan 4¼% Notes		None.
(*g*) War Finance Corporation Bonds		$5,000 (See note C.)

NOTE A.—This exemption (maximum $45,000) is limited to one and one-half times the amount of bonds of the Fourth Liberty Loan originally subscribed for and still held. State here amount of bonds of the Fourth Liberty Loan originally subscribed for and still held: $.....

NOTE B.—This exemption (maximum $20,000) is limited to three times the amount of notes of the Victory Liberty Loan originally subscribed for and still held. State here amount of notes of the Victory Liberty Loan, 3¾% and 4¼%, originally subscribed for and still held. $.....

NOTE C.—This exemption is separate from the $5,000 exemption allowed on other obligations and can only be claimed against War Finance Corporation bonds.

Interest upon First Liberty Loan, 3½% and Victory Liberty Loan 3¾% convertible gold notes is exempt from all income and profits taxes. Interest upon all other issues of Liberty Loan Bonds as well as interest upon certificates of indebtedness and War Saving certificates is exempt from normal income tax regardless of the amount of the principal and is exempt from profits taxes, only to the extent provided for in the act authorizing the issue and subsequent acts. If your holdings are in excess of the exemptions specified above, secure Form 1125 from Collector and compute taxable interest. Interest on War Finance Corporation bonds is exempt from all normal income tax and is exempt from profits taxes only with respect to a principal not exceeding $5,000. This exemption is in addition to the exemptions above referred to.

SCHEDULE A5: INTEREST FROM OTHER SOURCES.

Submit a schedule showing the source, nature, and amount of the principal items included herein, the minor items being grouped in one figure. The total of the schedule should be entered as Item 5, Schedule A.

(1) Have you included in this item any interest on preferred stock? No If so, how much? $.....

(2) Have you included in this item any Federal income tax paid at source in pursuance of tax-free covenant bonds? No If so, how much? $.....

For interest on foreign bonds submit a schedule showing (*a*) name of country, (*b*) kind of obligations (whether national, State, municipal, or corporate obligations), (*c*) amount of principal, and (*d*) amount of interest.

SCHEDULE A6: INCOME FROM RENTALS.

Rentals to be reported as income will include all accruals as rent on buildings or other property owned or controlled by the corporation making the return. (Schedule A, Item 6.)

SCHEDULE A9: DIVIDENDS ON STOCK OF FOREIGN CORPORATIONS.

Submit a schedule showing (1) with respect to foreign corporations taxable by the United States upon any portion of its net income, (*a*) name of corporation, (*b*) country in which organized, (*c*) total par value of stock held, and (*d*) amount of dividends; (2) same information with respect to foreign corporations not taxable by the United States upon any portion of the net income.

SCHEDULE A10: GROSS INCOME FROM ALL OTHER SOURCES EXCEPT DIVIDENDS (not including any amount in respect to sale of capital assets or miscellaneous investments).

Submit a schedule showing the source, nature, and amount of the principal items included herein, the minor items being grouped in one figure. The total of the schedule should be entered as Item 10, Schedule A.

SCHEDULE A12: ORDINARY AND NECESSARY EXPENSES (except amounts called for separately in Schedule A and not including cost or value of capital assets or miscellaneous investments sold during taxable period).

Submit a statement showing character and amount of the principal items included in Item 12, Schedule A. (For schedules to be submitted by insurance companies see paragraphs 4 to 7, page 2, General Instructions.)

SCHEDULE A13: COMPENSATION OF OFFICERS.

Submit a schedule showing for each officer (1) name, (2) duties, (3) time devoted to such duties, (4) shares of stock owned or controlled: (*a*) preferred, (*b*) common; (5) total compensation for the taxable period, and (6) amount of, and reason for increase, if any, over preceding period.

Submit a schedule showing for each employee (if a stockholder of the corporation), whose compensation is at the rate of $3,000 or more per annum, facts similar to those called for in respect to officers.

SCHEDULE A14: REPAIRS (including labor, supplies, overhead, and other items properly chargeable to repairs).

Submit a schedule showing the nature and amount of the principal items included in Item 14, Schedule A. (For classification of repairs see paragraph 8, page 2, General Instructions.)

SCHEDULE A17: DEBTS ASCERTAINED TO BE WORTHLESS AND CHARGED OFF WITHIN TAXABLE PERIOD.

Submit a schedule showing the amount (*a*) arising from sales, or services previously reported as income; (*b*) arising from other sources (interest, rent, royalties, etc.) previously reported as income; (*c*) arising from sources other than those specified above (to be itemized).

SCHEDULE A18: EXHAUSTION, WEAR AND TEAR (INCLUDING OBSOLESCENCE).

If a deduction is made on account of depreciation, the following schedule must be filled in, and the total amount claimed in this schedule should correspond with the figures reflected in the balance sheet. (See General Instructions, page 2.)

Kind of property. (If buildings, state the material of which constructed.)	Date acquired.	Cost or fair market value as at March 1, 1913, if acquired prior thereto.	Probable life after acquirement.	Amount of depreciation charged off. This year.	Amount of depreciation charged off. Previous years.
		$	$	$	$
Total		$	$	$	$

NOTE.—If obsolescence is a factor in determining your deduction attach a statement showing the amount claimed for the taxable period and the basis on which computed.

SCHEDULES A22 and A23: PROFIT OR LOSS ON SALES OF CAPITAL ASSETS (including liquidating dividends and miscellaneous investments, and losses sustained during the taxable period from fire, storm, or other casualty, or from theft, not compensated for by insurance or otherwise).

In case of sale of capital assets during taxable period, report the following information:

(1) Original cost of assets ..... $ 600 —

(*a*) Date of acquisition May 20 1914

(*b*) Kind of asset Stock

(2) Fair market price or value as of March 1, 1913, if acquired prior thereto .....

(3) Cost of subsequent improvements, if any .....

(4) Depreciation, depletion, obsolescence, or amortization to date of sale:

(*a*) Shown by books ..... $.....

(*b*) Accrued but not on books .....

(5) Net cost (Item 1 or Item 2, plus Item 3, minus Item 4) .....

(6) Price at which assets were sold or amount of liquidating dividends received Allowance to parent corp. without consideration as per requisition against 600 —

(7) Profit or loss .....

(*a*) If loss, report amount of salvage, insurance, or other recovery, if any $ None

(*b*) Date loss charged off Nov 1, 1919

State also how and by whom fair market price or value as of March 1, 1913, was determined .....

Report what amount, if any, of the value above includes good will ..... $.....

In case of exchange of investments submit evidence substantiating the basis used by you in arriving at the cash value of property received in exchange for other property.

SCHEDULE A26: AMORTIZATION OF WAR FACILITIES.

The amount claimed as a deduction under this item should be substantiated by schedule prepared in accordance with Section 214 (*a*) 9, Revenue Act of 1918, Articles 181 to 188, inclusive, of Regulations 45, and Treasury Decision 2859, amending Article 184. The specific information to be submitted is outlined in Article 188, Regulations 45.

DISCOUNT AND PREMIUM ON BONDS SOLD.

There must be attached to the return a schedule showing in detail each issue and sale of bonds of the reporting corporation giving the following information: (*a*) Class; (*b*) date of sale; (*c*) maturity; (*d*) amount sold; (*e*) amount realized; (*f*) premium or discount per annum.

That proportion of the premium or discount applicable to the return period must be reported either as Item 10 or 15, Schedule A, page 1, unless the amount of premiums or discount has been reported as income or allowed as a deduction in prior years. (See Article 544, Regulations 45.)

We, the undersigned, president and treasurer of the corporation, for which this return is made, being severally duly sworn, each for himself deposes and says that this return, including the accompanying schedules and statements, has been examined by him and is, to the best of his knowledge and belief, a true and complete return made in good faith pursuant to the Revenue Act of 1918 and the Regulations issued thereunder.

Sworn to and subscribed before me this 13th day of March, 1920.

Albert W. C. Bangert
President.

Robert C Richter
Treasurer.

Seal of officer making affidavit.

Gertrude Denneen
Notary Public, Kings County No. 42
Clerk's No. 189, Register's No. 1077
Certificate filed New York Co. No. 191
County Register's No. 1268
Commission expires March 30, 1922
(Official capacity.)

Newyork March 13th 1865

Received from D. W. Griffith Esqr
$250 00 to be repayable on Demand.

F. F. Summers

PARIS OFFICES:
6 RUE DE LA PAIX

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GEORGE BOWLES

March 13th, 1920.

Dear Mr. Banzhaf:

Mr. Grey sent me the enclosed letter yesterday afternoon - I don't know why as it was not in reply to any communication which we had sent, so I am sending it along to you.

I have asked Mr. Reed, who is patching together the "INTOLERANCE" print, how soon he expected to have it ready and he said he thought it could be completed by Tuesday or Wednesday. There is but one piece missing which he hopes to get to-day from the studio. If he can secure this the print will be ready Monday.

Yours sincerely,

Guy Croswell Smith

Mr. Albert H.T. Banzhaf,
2 Rector Street,
New York City.

*E

CHARLES OSGOOD
MANAGER BOOKING DEPARTMENT

TELEPHONE 1946 BRYANT
CABLE ADDRESS:
ERLANGER, NEW AMSTERDAM THEATRE
NEW YORK

A. L. ERLANGER

NEW AMSTERDAM THEATRE BUILDING
BOOKING THE PRINCIPAL THEATRES AND ATTRACTIONS IN THE UNITED STATES AND CANADA

NEW YORK CITY

Mch. 14,1921

Victor Leighton

Mr. J.J. McCarthy,
City.

Dear Sir:-

Enclosed you will find your Note for $11,000.00 from Cleveland, Ohio. Kindly adknowledge.

Yours truly,

BOOKING DEPARTMENT
PER R. V. L.

RVL:WM

LAW OFFICES
FRANCIS E. BREWSTER
I. HAZLETON MIRKIL
HAZLETON MIRKIL, JR.
J. MICKLE HEMPHILL

527 LAFAYETTE BUILDING
N. E. COR. 5TH AND CHESTNUT STREETS
PHILADELPHIA

March 15, 1920.

Albert Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Sir:

You will please find enclosed assignment of World's rights in "Java Head" executed by Mr. Hergesheimer on the 12th day of March, a copy of which I furnished you by letter of March 11th requesting at that time that Mr. Griffith execute his Agreement found at the conclusion of Mr. Hergesheimer's assignment. Not hearing from you by phone yesterday morning, according to the procedure that was outlined by phone conversation last Saturday, I assume that Mr. Griffith is entirely satisfied with his part of the bargain and request that his executed agreement be forwarded me at this time.

Yours truly,

J. Mickle Hemphill

JMH/S
Enc.

POSSESSED. March 15, 1920.

By Cleveland Moffett.

Theme: Female version of Dr. Jeykell-and-Mr.-Hyde, handled from the angle of "The Case of Becky," which was one of the most successful plays of recent years.

Synopsis: Penelope Wells was the widow of a lascivious carnal brute. She, before the story opens, has gone to France with the strange intention of meeting some man and making him father of a child which she intends to pretend to the world she has found and adopted. On the battlefield, she meets Capt. Herrick, and by her love for him is swayed from her sensational intention, of which, of course, he is in ignorance. They become engaged to be married, but she hesitates, because she fears she is losing her mind. She is the victim of horrible dreams - at least she calls them dreams for lack of a better term. One night she takes shelter from a rainstorm in the Greenwich Village studio of her lover. She shrinks from the lover-like kiss which he attempts to give her , and indignantly leaves the studio. She tells her physician that while in the studio she had a wierd experience. Looking into the bowl at the goldfish, she saw there a vision of herself engaging in a wild passionate love-scene with Capt. Herrick, in the course of which he tore her dress from her shoulder. She attached no particular importance to this vision until in undressing she found the black and blue marks of a man's hand upon her flesh where her lover had grasped her in the dream. Upon consulting her lover, the doctor finds that the scene was not a dream but an actual occurrence. The woman came into his studio, the shy, modest girl that he knew her to be. Suddenly, after looking at these goldfish, her mood changed and she became a ribald, sensual, voluptuary. Her mood again changed, and she left his studio in indignation because of his advances.

Through scenes replete with action and color, the girl's real plight is revealed. She is a sort of female Dr. Jeykell-and-Mr. Hyde. At times her nature is taken possession of - her cosmos invaded, so-to-speak, - by the spirit of an exceedingly naughty French jane named Fauette.

Somewhat after the manner of the play, "The Case of Becky," a struggle takes place to rid the girl of this spirit. For a time it seems as though the girl will die under the strain of this terrible soul-struggle. She is rescued by psycho-analysis - over which all of the women, and a good share of the men of the world are now crazy. Her sub-conscious mind, or soul, is absolutely stripped of its secrets. She is made to reveal facts which she really did not know herself.

Forinstance, that she married her lascivious brute of a husband in preference to her gentler suitors, because in the bottom of her heart she really yearned - had an appetite for - a lascivious brute. She was merely deceiving herself in thinking she wanted to have a child in order to experience the joys of motherhood. All she wanted was an intimate relation with a man.

In the end, she is restored to her own soul.

This story would picture well: there is a lot of suspense and dramatic thrill. Forinstance, when Fauette

realizes she is to be driven forever from this girl's body, she tries to destroy the whole outfit with a poison gas bomb.

Most of the scenes are laid in a picturesque Greenwich Village atmosphere. I feel convinced that this picture would be a box office riot. It is just the stuff that women are crazy over. It is just risque enough to get by with a good excuse.

Harry Carr

MARY PICKFORD
STUDIOS
HOLLYWOOD, CALIFORNIA

March
16th
1920.

My dear Miss Wiener:

I regret that at present I have no stills taken in costume while I was working with Mr. Griffith which I can send you, as all these things are in storage in New York.

I have forwarded Mr. Griffith an up-to-date autographed photograph, and will be glad to replace it later by an enlargement of an old Biograph picture.

With kindest wishes for the success of the "Green Room", I am

Sincerely,

Mary Pickford

Miss I. Agnes Wiener,
Secretary to Mr. Griffith,
D. W. Griffith Studio,
Mamaroneck, N.Y.

LIGHTS OUT! Mr. Carr's synopsis
March 17, 1920.

The girl is walking on the street; two thugs come up, throw a sack over her head and take her by mysterious alleys and by-ways to a deserted house. They take the sack off her head and step back in surprise. "Lady, excuse us - we've bagged the wrong dame!" She is very indignant, but has an idea she can make use of the crooks.

Meantime, the boy has seen the kidnapping; he tries to rescue the girl but the thugs see him and knock him unconscious.

When the girl sees that the crooks have made a mistake, she asks the crooks if they want to work for her. They do. They go to a saloon to talk it over. In the outer hall of the house she sees the boy and sees to it that he is properly taken care of.

The saloon has been made over into an ice-cream parlor where Lover's Delight andice-cream sodas are served. The girl explains to them what she wants them to do. -- Her guardian has apparently been robbed. She came into the library and saw him firing a revolver - papers scattered before the safe. Her guardian has told her that she is ruined - and that his suspicion is directed against the boy's father. Somehow or other, she wishes to get into his house, locate the safe, and get back her papers.

With the crooks acting as a sort of body-guard, she goes to the house, finds they are doing a lot of electrical and plumbing work. The helper is a stupid sort of a lout.

He offers her a job as helper if she will come in as Mrs. Sproat. (Sproat is the head electrician, but is absent at this time.) The girl is installed as a helper. She makes some terrible mistakes, connects the wrong pipes, etc. After connecting the gas-pipe with the water meter, and the water-pipe with the gas-meter, the boy rushes in -- they recognize each other.

That night she goes down into the servants' hall. The French chef falls violently in love with her. The girl and the two thugs begin to make arrangements to blow the safe. When the girl is about to try to open the safe, the boy interrupts -- he sees at once that she doesn't know how to go about it. He wonders what she is - he knows from the mistakes she has made that she's not a plumber or electrician. He thinks she is simply in need of having her soul saved; some how or other he has fallen in love with her.

In the meantime, the boy has some scenes where he almost tells the girl he loves her, but something always interrupts. Finally, they take a walk in the moonlight. He tells her she should leave such a wicked life. She tells him that she is not a crook; she is an innocent, pure-minded girl. (One of the crooks appears over the bushes, but she waves him wildly back.) The boy sees this, can't make it out, and decides not to see it. He is about to take her in his arms, when the other crook appears, and the girl waves him back. The boy is now a little skeptical -- but decides he loves her anyhow. Just ashe is about to take the

girl in his arms, the second crook knocks him on the bean. They are bent on rescuing the girl.

The girl goes on making bad connections and pulls off some funny stuff.

Preparations are laid for robbing the safe. The boy comes in when she is at the safe. This time there is a real love scene. She asks him to trust her, and accepts his love.

While they are in this scene, Sproat, the plumber, comes back. He tells the lout that he has done everything all wrong. The lout says "I didn't do this - "Mrs. Sproat did all this." Sproat yells "Mrs. Sproat -- ?" and dashes off to take a look at her.

Right in the middle of the love scene, Sproat dashes in with the lout. He looks over the girl and says "Sure, that's Mrs. Sproat."

The boy is crushed, broken-hearted. The girl cannot of course explain to him that she is there to crack the safe and land his father in state's prison. Sproat takes advantage of the situation, but the girl is rescued from him by the two thugs.

The night of the safe-cracking is set. On the same night, the girl's guardian comes to sell her securities to the boy's father. The girl overhears this, and realizes her guardian is the real crook. The crooks in attempting to open the safe are caught in the burglar-alarm.

Final love scene with the boy.

LIGHTS OUT! (Revised)

Miss Gish, Mr. Carr
Mr. Jones.

Mar. 17, 1920.

Skeleton synopsis.

Girl is kidnapped.

During kidnapping, plant lover.

Girl hires crooks and takes them to a saloon.

During their conversation, revert back to fake burglary, planting the heavy.

Girl comes to boy's house.

Girl installed as plumber - the assistant plumber thinks she is Mrs. Sproat.

Get over gags of her clumsiness, disconnecting pipes, etc.

Girl dines in servants' hall - plant adoring French chef.

Plant boy's growing admiration for girl, and his father's disgust at having observed this.

Plant some more of the jazz mistakes she makes.

During these jazz mistakes, plant fact that boy keeps trying to make love and kiss her, but the thugs always interfere.

The love affair with the boy developes; - the following scenes are alternated:

The boy and his father - boy insists he is going to marry the girl no matter what her social status is.

Jazz mistakes - chef and everyone trying to cover up her mistakes.

The girl's and crooks' preparations to rob the safe.

The boy tries to convince the girl she must leave this evil life - he has seen her looking at dial of safe and is convinced she is a crook as she is a punk plumber.

Boy discovers girl disconnecting burglar alarm on safe.

Boy and girl in moonlight - boy trying to save girl's soul, etc. - she decides to confess all - she is a pure-minded girl, etc.

Boy is about to take girl in his arms when the crooks appear and hit him on the head.

Then back to making more preparations to rob the safe.

Another love scene - the girl tells the boy she will accept his love - work up a big situation here.

Then in walks in Sproat - his attitude is that he wants to find out who is posing as his wife - he looks her over and declares she <u>is</u> Mrs. Sproat. The boy sadly leaves the room.

Sproat makes advances - locks the door, etc.

The thugs enter and hit Sproat on the head.

Plant that while the thugs have saved the girl physically, everyone now believes she is Mrs. Sproat.

Safe-robbing scene as in original script - crooks caught to safe. Sproat declares the girl is not his wife.

Expose of guardian.

Love scene - lights out.

D.W. Griffith Service *offers*

The Fall of Babylon — *A Super-Spectacle*

The Mother and The Law — *A Dramatic Thunderbolt*

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761 - 6762.

Albert L. Grey,
GENERAL MANAGER.

March 17th, 1920.

Mr. D. W. Griffith,
Junction House,
White River Junction, Vermont.

Dear Mr. Griffith:

Enclosed please find proofs and letter which explain themselves. Thought you might like to see them.

Very truly yours,

A. L. Grey

ALG/W

Mr. E from across the street phoned he wants to see you when you come back on something very big he says

ALG

TELEPHONES MAMARONECK 1190 1191 1192 1193 1194 1195

104

D. W. GRIFFITH STUDIO

ORIENTA POINT

MAMARONECK, N. Y.

March 17th, 1920

Mr. A. L. Grey
720 Longacre Bldg.,
New York City.

Dear Mr. Grey:

I am writing this to remind you of the two stories which Mr. Griffith wanted us to get. One is "ARDELIA IN ARCADY" purchased from Josephine Daskam Bacon for $1500. Her agent is Paul Reynolds of 70 Fifth Avenue, New York, to whom the money should be paid. The other story is "THE CYNIC EFFECT" by Nalbro Bartley. ✓ The price for this is $1250 payable through Brandt & Kirkpatrick of 101 Park Avenue, New York. Both these agents have requested that you send them contracts.

Very truly yours,

D. W. GRIFFITH STUDIO,

By- H. C. Carr.

HCC
GG.

TELEPHONE
BRYANT 7936
Greeley 4048.-

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"POTSIOS"

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NEW YORK , March 18th 1920.

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Mr. Albert Banzhaf,
2 Rector Street
New York City.-

Dear Sir:-

I am planning to go to Italy within a short time,and in case you have not yet been able to collect the amount of ten thousand dollars,due to you by Mr.Cazzullino, I will be glad to give my personal attention to the matter.You understand of course,that the note will be sent to the Bank which I will indicate you,and I will take the necessary steps to have said sum collected.

If you find my proposition interesting, kindly let me know,and I will come to your office to talk this matter over.

Yours very truly,
Constantine Potsios

CP-K.

D.W. Griffith Service offers

The Fall of Babylon — *A Super-Spectacle*

The Mother and The Law — *A Dramatic Thunderbolt*

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761 -6762.

Albert L. Grey,
GENERAL MANAGER.

Mar. 18th, 1926.

Mr. A. H. T. Banzhaf,
#2 Rector St.,
New York.

Dear Mr. Banzhaf:

Enclosed please find letter which explains itself. Kindly have contracts drawn up for said stories as soon as possible, especially contract for CYNIC EFFECT as the author of it leaves town Saturday noon, and Brandt and Kirkpatrick would like her to sign the contract before leaving.

Yours very truly,

Albert L. Grey
per W.

ALG/W

#109B

104.

March 1920

KNOW ALL MEN BY THESE PRESENTS, THAT I, HALDRO BARTLEY, of the City of Buffalo, State of New York, (N.Y.City address c/o BRANDT & KIRKPATRICK, 101 Park Avenue, New York City) for and in consideration of the sum of Twelve hundred and fifty ($1250.00) Dollars, lawful money of the United States paid by DAVID W. GRIFFITH of the City, County and State of New York to me before the ensealing and delivery of these presents, receipt whereof is hereby acknowledged do hereby sell, assign, convey and transfer and by these presents have sold, assigned, bargained, conveyed, granted, and transferred to DAVID W. GRIFFITH, his heirs, executors, administrators and assigns forever, the sole and exclusive and complete motion picture rights throughout the WORLD to the ~~composition~~ Short Story or ~~novel~~ written by me entitled "THE CYNIC EFFECT" and the sole, exclusive and complete right, license, liberty and privilege forever to make, manufacture, produce, re-produce, sell, lease, release, license, generally deal and traffic in, exhibit or cause to be exhibited motion pictures based upon or taken from the aforesaid composition or novel or from any theme or adaptation thereunto appertaining.

NB.

AND I do further grant to the said DAVID W. GRIFFITH, his heirs, executors, administrators and assigns forever the exclusive right to use such works, the title and theme thereof in any manner in the making of any motion picture versions or adaptations thereof; to adapt, arrange, re-arrange, transpose, add to and subtract from such works and such title for such purpose with full understanding that I am given credit as author on the films and advertising matter used in conjunction with said motion pictures.

I do further grant to DAVID W. GRIFFITH, his heirs, executors, administrators and assigns forever the sole right to secure copyrights in any and all motion picture versions in any motion picture adaptation of such works, and secure renewals and extensions of the copyrights in the same, in all Countries of the World. And I hereby irrevocably authorize and appoint DAVID W. GRIFFITH, his heirs, executors, administrators and assigns my attorneys in fact and representatives in my name, place and stead or in the name of DAVID W. GRIFFITH, his heirs, administrators, executors and assigns but at his or their own cost and expense to take and do such actions, deeds and things and sign such documents as may from time to time be necessary to secure such copyrights and the renewals and extensions thereof.

I hereby grant to said DAVID W. GRIFFITH, his heirs, executors, administrators and assigns the right to publish a summary or synopsis of any and all motion picture versions of such works, but for advertising and publicity purposes only, and in which I shall be given full credit as author thereof, and I do for myself, my heirs, executors and administrators and assigns represent, warrant and guarantee that I am the sole owner of the dramatic and motion picture rights in and to such composition and novel and that I have not sold or made any other disposition of any of the motion picture rights in said composition or any version or adaptation thereof; that I have full right and authority to grant to David W. Griffith, his heirs, administrators, executors and assigns all such above-mentioned rights, that I have not made or entered into any contract with anyone whomsoever by whom such rights are or could in any way be diminished or impaired or that would prevent said David W. Griffith, his heirs, executors, administrators and assigns from producing,

booking, selling, distributing, exhibiting and releasing and from causing to be produced, booked, sold, distributed, exhibited and released any and all motion pictures based upon such composition throughout the entire World at any time from and after the date of making of this agreement free from any restraint or interference by anyone whomsoever.

AND I do further agree not to make myself nor with my consent to permit any party to make any motion picture adaptation or version of such works during the term of the copyright of such motion picture adaptation and all extensions and renewals thereof.

AND I do further agree with the said David W. Griffith, his heirs, executors, administrators and assigns to warrant and defend the rights in and to said works hereby granted to said David W. Griffith, his heirs, executors, administrators, and assigns against all and any persons whomsoever free and clear of all claims and damages of whatsoever kind and nature and I hereby agree to save, keep harmless and indemnify the said David W. Griffith, his heirs, administrators, executors and assigns of and from all actions, suits, costs, charges, liabilities, damages and expenses whatsoever, which shall or at any time hereafter happen or come to them for or by reason of the making of this agreement, or the exercise by them of the rights hereby granted.

AND I do further agree to duly execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, instruments and assurances as may be required by said David W. Griffith, his heirs, executors, administrators and assigns in order to carry out and effectuate the purposes of this agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of March, 1920.

(L.S.)

(addition) It is mutually understood between Malbro bartley and David W. Griffith that the sale of the motion picture rights of "THE CYNIC EFFECT" to the said David W. Griffith shall in no way interfere with the sale of the motion picture rights to any of the other five stories based on the character of "JOLANDA" which have appeared and will appear in the Red Book Magazine and of any other stories she may write in the future involving the said character, "JOLANDA."

N.B.

PHONE 15438

D. W. GRIFFITH STUDIO

~~1500 SUNSET BLVD.~~

206 Wilcox Bldg.

LOS ANGELES, CAL.

March 18, 1920

Mr. D. W. Griffith,
Mamaroneck, N. Y.

Dear Mr. Griffith:

I am in receipt of a communication from the Bank of San Pedro to the effect that your note which has been running for some time, expires on March 15 and they ask whether or not you wish to pay it at this time or if you wish to renew it.

Before you went East I called your attention to this and asked if you did not wish to pay the note, as it would soon expire and new papers would have to be made out. You said at that time that you would pay it off but before doing so other demands were made upon you for funds and it did not get attended to at that time. As it now stands, something must be done. I can pay $500 out of my personal account but I will need $1000 more if I am to pay the note in full. If you want me to pay the note in full, will you be so kind as to wire the money to the First National Bank here in Los Angeles for my credit or if not, I will secure papers for renewal and send them to you for your signature.

The property is well wotth the money and there should be no question of renewing if you want to renew it.

For your information, your account at the First National here has a balance of a little over $2200 unless you have checked out of it recently.

Yours very truly,

E. C. Bidwell

ECB.ek

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

O'BRIEN, MALEVINSKY & DRISCOLL
LAW OFFICES
FITZGERALD BLDG. TIMES SQUARE
NEW YORK CITY

IN-RE

March
18th
1920

Mr. Albert M.T. Banzhaf
2 Rector Street
New York City

My dear Mr. Banzhaf:

Will you please deliver to me at your earliest convenience the certificate of deposit signed by me in favor of Mr. Griffith evidencing the possession by me of nine stock certificates representing one thousand shares of common stock of the United Artists Corporation, and I shall upon receipt of the same deliver to you a new certificate of deposit for eight stock certificates representing 898 shares of common stock of the United Artists Corporation, together with certificate No. 28 of the stock of United Artists Corporation representing the certificate due Mr. Griffith on the completion of his first picture.

Yours very truly,

Dennis F. O'Brien

DFO'B/1C

Delivered
mar 20-20
a.b.

Stories
Java Head

March 19th 1920.

Mr. J. Mickle Hemphill,
Lafayette Building,
Cor. 5th and Chestnut Streets,
Philadelphia, Pa.

Dear Mr. Hemphill:

In reply to your favor of the 15th inst. I beg to acknowledge receipt of the assignment of copyright by Mr. Joseph Hergesheimer to Mr. Griffith of the story "Java Head".

I also wish to acknowledge receipt of your letter of the 11th inst. addressed to Mr. Griffith relative to Barthlemess playing the lead in said play, if possible and Mr. Griffith expressed to me his desire so to do, provided, of course, Barthlemess and Mr. Griffith remain associated in a business way.

I enclose herewith the original of said assignment with the rider thereto attached which Mr. Griffith has duly signed. I wish to call your attention to Page 2 of this assignment at the bottom line of the page, viz; "executors and assigns or such above-mentioned rights". This should be "executors and assigns, all such above-mentioned rights".

I therefore also enclose the assignment signed by Mr. Hergesheimer and kindly request the word "or" be changed to all and affix your initials to such correction in ink, or if changed on the typewriter the correction will be sufficient without initials, and re-mail the same to me.

Thanking you for your courtesies in this matter, I remain

Very truly yours,

AHTB:GD

GRIFFITH COLLECTION
MODERN ART FILM LIBRARY

Stories

March 19th 1920.

Mr. J. C. Epping,
c/o Griffith Studio,
Mamaroneck, N.Y.

Dear Mr. Epping:

Enclosed herewith please find original voucher for the purchase of "Java Head" from Mr. Hergesheimer for the sum of $10,000 for your files.

Very truly yours,

AHTB/CD

D. W. GRIFFITH COLLECTION
OF MODERN ART FILM LIBRARY

Work
Foreign
Saenger
Mail

March 19th 1920.

Mr. Albert L. Grey,
1476 Broadway,
New York City.

Re: INTOLERANCE PRINT BRAZIL FOR GAUMOUNT.

Dear Mr. Grey:

With relation to the above matter I advised Mr. Goldie by 'phone of the firm of Goldie & Gumm, attorneys for Gaumount, that you would have a copy of the print of "Intolerance" ready for exhibition to their representative this week and that he should get in touch with you by telephone and arrange an appointment when the same could be inspected. I said nothing to him about the cost of film or that the same represented a used print. Of course, they will only want flash titles and you should not attempt to make them pay for all English titles as they have no use for the same. Under the original contract for the sale of "Intolerance" the price fixed is 8¢ per foot, but I think under the circumstances that the print you wish to sell them is a used print you should not charge more than 6¢ as they will, on inspection, discover that the same has been used. Goldie's telephone number is John 1228, if he has not already communicated with you relative to this matter.

Did you arrive at any decision on Graham's offer of 2,000£ for English territorial rights to "Girl who Stayed At Home" and 3,000 £ same territory for "True Hearts Susie". Mr. Shauer of Famous Players Corp. is the one who has charge of this matter.

AHTB/CD

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 19th 1920.

Mr. Albert L. Grey,
1476 Broadway,
New York City.

Dear Mr. Grey:

I enclose herewith letter this day received from Mr. Stilson of the Famous Players Company relative to three prints for "Hearts of the World" for London, and also wish to remind you of the cablegram received from Mr. Graham relative to the sale of Scotland of the Territorial Rights of said picture. You should answer these two communications forthwith in order that they may be advised of your decision in the matter. Bear in mind, however, that the Famous Players-Lasky Corporation have a 20% interest in the above picture for Great Britain and that they have a 50% interest therein in this Country. That they may be of the opinion that it is wiser to exhaust the exhibition field in Great Britain at once rather than wait for possible larger profits in the future, since the picture is strictly a War picture, and if you decide this problem against them in Great Britain that they may take an attitude unfavorable to you in this Country since pursuant to the terms of their contract they have a right to release "Hearts of the World" through their exchanges here.

Your decision therefore should be governed upon what is the best policy to pursue under all the circumstances. If you determine to forward the three prints to Graham I would advise that Epping pay the cost thereof out of the "Hearts of the World" funds which he has and he can re-imburse that fund from the receipts as they come in from London.

I am also enclosing herewith copy of contract whereby Mr. Griffith purchased all the British rights of the "Hearts of the World" from the British War Office Cinematograph Committee. I will keep the original in my possession.

Very truly yours,

AHTB/GD
Encs.

Ward Foreign

March 19th 1920.

Mr. Constantine Potsios,
1400 Broadway,
New York City.

Dear Sir:

In reply to your favor of the 18th inst. relative to the collection of the Cazzullino note in Italy on your next trip to that Country. I would advise that I am interested in your proposition and if you will ring me up some morning next week I will be glad to go over the same with you.

Very truly yours,

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

LAW OFFICES
FRANCIS E. BREWSTER
I. HAZLETON MIRKIL
HAZLETON MIRKIL, JR.
J. MICKLE HEMPHILL

527 LAFAYETTE BUILDING
N. E. COR. 5TH AND CHESTNUT STREETS
PHILADELPHIA

March 20, 1920.

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York.

Dear Mr. Banzhaf:

I thank you for your letter of March 19th enclosing Mr. Hergesheimer's copy of assignment of World Rights with Mr. Griffith's executed agreement appended thereto, as well as your copy of the agreement executed by Mr. Hergesheimer, which is returned for a slight correction. This correction has been made on the typewriter on both copies and Mr. Griffith's corrected copy is enclosed herein. The final draft prepared was an exact copy of the original one submitted by you except as to the changed articles, so I believe we can blame your stenographer and not mine.

Thanking you for your many courtesies in this matter, I am

Yours truly,

J. Mickle Hemphill

JMH/S
Enc.

ALICE KAUSER
DRAMATISTS' AGENT ❧ PLAYS
1402 BROADWAY, NEW YORK
CABLE ADDRESS: LINADORE, NEW YORK

MOTION PICTURE DEPARTMENT
R. L. GIFFEN
MANAGER

March 22, 1920

Stories
Tuesday
March 30th
Yearly 5860

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York City

Dear Mr. Banzhaf:

As per our telephone conversation, will you be good enough to make an appointment with Mr. Griffith to see Dr. Louis K. Anspacher, author of "THE UNCHASTENED WOMAN" and other unusual and successful plays, who has a very big motion picture story, which I think would appeal very strongly to Mr. Griffith.

The story is not only very strong, but it has a number of unusual features and is dramatically as well as pictorially a subject of very great interest.

Mr. Rex Beach is familiar with it and was very keen to have the Goldwyn Company produce it, but for some reason was unable to get the unanimous support of the producing heads. He feels that they have made a great mistake not to produce it, and I should think that his interest and recommendation would be of some value in the matter. It is not necessary, I am sure, to recount the extraordinary ability of Dr. Anspacher, and his standing in the fields of literature and drama, because he is generally recognized as one of the most brilliant minds in America.

He would be glad to keep any appointment you might make, but it is hoped that it can be soon, as he is shortly to start on an important lecture tour, and if you can make the appoint-

ALICE KAUSER
DRAMATISTS' AGENT ✦ PLAYS
1402 BROADWAY, NEW YORK
CABLE ADDRESS: LINADORE, NEW YORK

MOTION PICTURE DEPARTMENT
R. L. GIFFEN
MANAGER

ment and will communicate to me the time and place, I will pass the information on to him.

Sincerely,

#110c

D. W. Griffith Co.,
1476 Broadway,
New York;

Gentlemen:

I should greatly appreciate a check for the moving picture rights of PARADISE ALLEY, which you accepted early in January at the price of $1250.

Yours very sincerely,

Louise Dutton.

Miss Louise Dutton,
136 East 16th St.,
New York.

March 22, 1920

Duplicate of letter sent March 19 to D. W. Griffith Co., Mamaroneck N. Y.

na.

March
twenty-second
1920

Hon. William G. McAdoo,
120 Broadway,
New York City.

Dear Mr. McAdoo:

Pursuant to directions contained in a telegram, we are forwarding this letter to you, which was delivered to Mr. D. W. Griffith, in accordance with the directions of our respective clients, for his signature. Mr. Griffith has returned the same without comment.

As directors of the United Artists Corporation, we have taken and still take the position with our respective clients, that the subject referred to in the communication is a matter directly between them and you, and in which we do not care to participate. It is in this spirit that we transmit the communication.

We trust you have recovered from the indisposition which Mr. Price reported to us you are suffering, and are enjoying your usual good health.

Respectfully yours,

Douglas Fairbanks
Mary Pickford
William S. Hart
Albert E. Banzhaf

M. M a.

Hon. Wm. G. McAdoo,
McAdoo, Cotton & Franklin,
120 Broadway,
New York, N. Y.

My dear Mr. McAdoo:-

Some weeks ago Mr. Price telegraphed to us asking what our wishes were relative to retaining the firm of McAdoo, Cotton and Franklin for the ensuing year and we answered that we had referred the letter to our respective representatives in New York City for their attention. Our representatives have written us that they regard your association with us as purely a personal one, and that they feel that they should be involved in no way relative to our decision concerning Mr. Price's request.

We realize that you are a most unusually busy man, with various interests and can give but little of your personal time and attention to the affairs of the United Artists Corporation. You are also an equal stockholder with each of us and it seems to us that it is our duty as stockholders to run the affairs of the corporation as economically as is consistent with good business judgement. It is our understanding that the corporation has had very little need of legal advice and such legal advice has been rendered by Mr. Hoover, an employee in your office and that for such services ordinarily the Corporation would not be obliged to pay more than a few thousand dollars per year.

We desire, therefore, to submit the matter to you as a stockholder and shall appreciate your advising us frankly and fully your thoughts in the matter.

There is another matter that we have been unanimous about ever since the corporation really got started in active business, It seems to us that any one of our group could act as president of the corporation and the corporation could employ an excellent accountant who could check up all expenditures. Whereas Mr. Price is no doubt worth the salary he is receiving to any corporation that has sufficient executive duties for a president to perform, yet it does not appear to us, as stockholders, that the office should carry an expenditure of $18,000.00 per year, in addition to a

percentage upon the receipts of the corporation, which the president is in no way concerned in the producing of.

Whatever decision we arrive at relative to the matters above mentioned, it is our desire that the same be in harmony with yours. We realize that we sought you and our business understanding with you was one thoroughly satisfactory to us at the time it was made. Of course, none of us had any experience in the business that was ahead of us at that time and we have arrived at the above conclusions because of our experience with the business during the past year. May we suggest that this matter be treated by all of us confidentially until we arrive at an understanding.

All join in best wishes to you always,

Sincerely yours,

CHARLES CHAPLIN

MARY PICKFORD

DOUGLAS FAIRBANKS

#1103

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle

The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

Mar. 23rd, 1920.

Mr. A. H. T. Banzhaf,
#2 Rector St.,
New York.

Dear Mr. Banzhaf:-

Enclosed please find letter from Louise Dutton. Please make out contract and send same to this office with the letter as early as possible.

Yours very truly,

A. L. Grey
per F.W.

ALG/W

McADOO, COTTON & FRANKLIN
ATTORNEYS AT LAW
120 BROADWAY
NEW YORK

WILLIAM G. McADOO
JOSEPH P. COTTON
GEORGE S. FRANKLIN
FRANCIS H. McADOO
THURLOW M. GORDON

GEORGE H. SAVAGE

March 24, 1920.

Re: United Artists Corporation.

Dear Mr. Banzhaf:

In accordance with our telephone conversation this morning, the draft of contract which you have covering the sale and the right to distribute the picture "Broken Blossoms" in Canada should be changed so that the Canadian Corporation agrees to pay Mr. Griffith $23,000. and the Delaware Corporation $8,000. upon the execution of the contract.

Will you please make these changes and have Mr. Griffith execute the contract this week.

Very truly yours,

Loring R Hoover

Albert H. T. Banzhaf, Esq.,
3 Rector St.,
New York City.

LRH:NF

TELEPHONE 9660 9661 MADISON SQ.

JOHNSTON HEATING CO.

HEATING AND VENTILATING ENGINEERS AND CONTRACTORS

131 EAST 26TH STREET

New York

POWER PLANTS
LOW PRESSURE HEATING
HOT WATER HEATING
VENTILATION
HOT BLAST HEATING

HEATING AND VENTILATING
PLANTS INSTALLED IN
PUBLIC BUILDINGS
SCHOOL HOUSES
RESIDENCES
GREEN HOUSES

Mar. 26th, 1920.

D. W. Griffith Corp.,
1476 Broadway,
New York City.

Gentlemen:-

We propose for the sum of Twenty Two Hundred Thirty Seven ($2237.00) Dollars net to furnish and install in the Laboratory Building a Hot Water and Steam Supply System; and we will furnish in the Machine Shop and Transformer Room a Ventilating Fan System with motor.

The Hot Water and Steam System will consit of one (1) cast iron sectional steam boiler of 625 sq. ft. capacity which would be connected to a Patterson type "B" steel storage tank of 150 gallons capacity; from this tank galvanized iron hot water lines will be run to connections in the negative and positive developing rooms, negative and positive washing room and unassigned rooms Nos 1 & 2. White enamel sinks 24 x 18 to be placed in the two unassigned rooms Nos. 1 & 2.

A Johnson tank regulating thermostat will be placed in the hot water supply tank.

Hose connections for the steam lines in the two (2) developing rooms will be furnish.

Compression hose bibbs will be placed on hot and cold water connections and steam valves with hose connections will be placed on all steam connections.

The Ventilating System will consist of one (1) #6 single multi-blade blower complete with cast iron frame, ball bearing and arranged for pulley connections.

This blower will have a capacity of displacing 30000 cu. ft. of air per minute, free delivery.

One 5 H.P. motor of alternating current, 2 phase, 60 cycle, 1800 R.P.M. will be furnish complete with belt, base and starter.

Respectfully submitted,

JOHNSTON HEATING COMPANY

The foregoing proposition is hereby agreed upon and we authorize you to execute same.

Date.....

F. W. Griffith Corp

O.K. Workman

10% When Material is delivered
90% 90 Day trade acceptance to be dated from date when work is completed

Johnson Heating Co

Hot Water & Steam supply
system and Ventilating
Fan in Transformer Room

Studio

March 29th 1920.

Mr. J. C. Epping,
720 Longacre Building,
New York City.

Dear Mr. Epping:

Enclosed please find check for $5000.

made out to your order.

Very truly yours,

MD:MS
Enc. check.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. Griffith Productions

INTER-OFFICE MESSAGE

To J. C. Epsom Grey

From

Date

Time

Reply to

Please Make Out a check
for Echo Music Publishing Co.
to the Ammount of $1506 for
Exploitation

Grey

check 2931
11/1/20

Please make all replies on back of this memorandum.

copy

ROYALTY CONTRACT

THIS AGREEMENT entered into this 29th day of March 1920 between D. W. Griffith, party of the first part and the Echo Music Publishing Co. Seattle, U. S. A., party of the second part.

WITNESSETH: For one dollar $1.00) and other valuable considerations in hand paid the above date by party of the second part to said party of the first part, receipt of which is hereby acknowledged said party of the first part hereby sells, assigns and sets over into the party of the second part, all rights, title and interest together with the rights, title and interest of heirs, executors and assigns of a musical composition

"I AIN'T A GONNA' MARRY"

of which said party is part owner.

In consideration of above agreement the party of the second part agrees to pay the part of the first part 50% (percent) of the profits accruing from the sale of said musical work to the end of the copyright term of years.

Party of the second part agrees to make settlement to party of the first part on February 15th and August 15th of each year to the end of the copyright term of years.

It is further agreed and understood by the parties concerned that the party of the second part, their heirs and assigns, shall have the sole right to the exclusive publication of same to the end of the copyright term of years.

It is further agreed and understood that in the event of the musical work herein mentioned, being used by any mechanical instrument company, the revenue so received is to be divided 50% (per cent) to the party of the second part and 50% (per cent) to the party of the first part.

(Signed) ECHO MUSIC PUBLISHING CO.

James H. Casey

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

14

RECEIVED AT

1920 MAR 30 AM 1 13

1920 MAR 30 AM 12 20

A 11B 273 NL

1450 BROADWAY.N.Y.
BRYANT 4423

WHITERIVERJUNCTION VT 29

D W GRIFFITH 559

HOTEL CLARIDGE FORTY FOURTH STREET AND BROADWAY NEWYORK NY WEATHER BLACK THREATENING RAIN ALL RIVERS CLEAR OF ICE EXCEPT UPPER CONNECTICUT WHICH IS FROZEN SOLID CAN DO NO MORE STUNT STUFF UNTIL THIS BREAKS STOP PHOTOGRAPH TODAY GROUP OF VILLAGE PEOPLE HEARSE WAITING AND GROUP ON ICE AROUND BODY ALL LONG SHOT IN PLACE OF SKATING SCENE STOP PHOTOGRAPHED CLOSE VIEW FARMER ON SLEIGH IN CHAIRS PLEASE WIRE IF YOU WANT ANY MORE DETAIL OF BARN DANCE EXTERIOR COULD NOT SHOW LONG SHOT BARN NO SNOW ON HILLS MIGHT GET MORE MAPLE SUGAR

A11B SHEET TWO

DETAIL IF WANTED WOULD SUGGEST BEFORE BUILDING BARTLETT HOME YOU SEE PICTURES OF INTERIORS TAKEN AND SENT INTO SCHOLTZ FOR ENLARGEMENTS OF OLD HOMESTEAD OWNER OF HOMESTEAD SAME TYPE AS SQUARE DETAIL OF INTERIOR BETTER THANKY ART PICTURES YET SEEN STOP ENGLISH COMING BACK TO STUDIO WOULD NOT WORK HAD DATE WITH LADY HE WILL COOL OFF BEFORE ARRIVING AT STUDIO STOP BE SURE TO SEND REELS OF PRINT STOP PLEASE SEND TELEGRAM TO CHECK ON LAST PHONE CONVERSATION STOP FEEL VERY CONFIDENT TREMENDOUS SUCCESS OF THIS PICTURE WOULD ADVISE YOU PLANNING SPEND A WEEK OR TWO HERE AT THE END OF MAY YOU DID NOT GET MUCH CHANCE TO GET ACQUAINTED WITH THE REAL WAY DOWN EAST PEOPLE STOP MANNING SAW MORE

A11B SHEET THREE

BILLING WAY DOWN EAST IN SYRACUSE WOULD ADVISE IMPORTANCE OF HAVING SOMEONE WORK OUT BRAND NEW LITHOGRAPH IDEAS STOP REMIND YOU HAVE STILL PICTURE MADE MCQUARRIE AND DEMPSTER FOR ROGUES GALLERY STOP SUGGEST HAVING SOMEONE LINK OUR PUBLICITY WITH ALL NEWS ARTICLES ABOUT RIVERS TEARING DOWN BRIDGES FLOODING TOWNS TORNADOS AND RAILROADS WRECKS GETTING OVER THESE DIFFICULTIES TO PRODUCE THE REAL WAY DOWN EAST REGARDS

CLIFTON.

WESTERN UNION SPECIAL

Form 1512

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

NUMBER SHEET LETTER

Dated

To

E119NY AFE 135 PAID DPR XXPX 9EX

NX NEWYORK 1213PM MAR 31 1920

D W GRIFFITH 1640
1476 BWAY NEWYORK

LONDON DAILY EXPRESS PRINTS ARTICLE BY NOVELIST WILLIAM J LOCKE , WHICH SAYS NOVELISTS DRAMATISTS BOTH SIDES ATLANTIC CONFRONTED ONE GREATEST PROBLEMS EVER DISMAYED ARTIST FOR WHEREVER WE TURN FOR DISPOSAL OUR WARES WE MET WITH BARRING HANDS PUBLISHERS EDITORS PRODUCERS MOVING PICTURES HOLDING UP PLACARD READING , " NO WAR " THEYRE AUTHORITIES BETWEEN US AND PUBLIC WE CANNOT MAKE APPEAL TO PUBLIC EXCEPT THROUGH THEM THEY SAY PUBLIC TIRED OF WAR LEAVING US WRITE COSTUME ROMANCES OR PRETEND THERES UNBEEN WAR AND OFFER SHAM BITS OF SOUL AND SELL THEM THUS EARNING OWN CONTEMPT OR OFFER INMOST SOUL FOR SALE AND STARVE . LOCKE SAYS HE DOESNT ALL AGREE WITH THOSE CRYING NO WAR WILL YOU KINDLY SEND ME BY TOMORROW OR FRIDAY MORNING HUNDRED WORDS YOUR OPINION ADDRESS

WARREN MASON
CORRESPONDENT LONDON EXPRESS
313 WORLD BUILDING
NEWYORK

1255PM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH

As of March 31, 1920.

	Assets	Liabilities
Cashier's Fund and Payroll Fund	3,000.00	
Actual Cost of Studio Bldgs. (except Flagler Residence)		
Equipment, Autos and Trucks	368,588.75	
Equity in Studio Property (Cash Paid)	50,000.00	
" " Crawford " " "	7,500.00	
Due from First National Exhibitors	142,500.00	
Cash in Bank	38,525.77	
Due from United Artists for "Romance"	26,208.91	
Cash advances for "Way Down East"	297,816.62	including Cost of Story
Equity in Griffith Artcraft Prod. (D.Series) 6 Prod.	100,000.00	
" " "Hearts of the World"	100,000.00	
" " "Romance"	100,000.00	
" " "Way Down East" (based on 1½ million gross (negative cost of 500,000.)	475,000.00	
" " Star contracts	250,000.00	
" " Gish Productions above cash advances 11 Prod.	110,000.00	
Cash advanced on released Gish Productions (Balances due)	60,462.44	
Cash advanced on unreleased Gish Productions (C 10 & C11)	98,184.25	
Conservative value of Props.& Equipment brought from Los Angeles	50,000.00	
Cost of scenarios not produced	51,000.00	
United Artist Preferred stock (Cash Paid)	30,000.00	
Cost value of raw film on hand	8,290.56	
Notes payable "Way Down East" (to be paid from earnings)		175,000.00
United Artists Contingent fund		25,000.00
a/c Payable Misc.		46,879.80
Due Mr. Griffith for Loans		90,032.68
Unpaid Percentage Commissions		35,130.71
Cash advances for Famous Players against C12 (not yet produced)		23,562.98
	2,367,077.30	395,606.17

Total Assets	$2,367,077.30
" Liabilities	395,606.17
	1,971,470.13
Due to Government for Income Tax	123,000.00
NET EQUITY	1,848,470.13

The above does not include the following:

Value of Mr. Griffith's name and established organization
" " United Artist Common stock

Mr. Griffith has spent at least $400,000. in the last 3 years in advertising his name, his achievements and the quality of his productions, this in addition to the regular Production advertising.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

American Mfg Co
Coats - Burchard

MEMORANDA RE: MORTGAGE PAYMENTS ON STUDIO PROPERTY

- - - - - - - - - - - - -

MORTGAGE	DUE DATE	AMOUNT	WHEN PAID.
Interest on Elmer Smather's mortgage -Principal $217,500. at 6%	Mar.18/20	$6,525.	Mar.22/20.
Interest on Erb mortgage Principal $50,000. - 6%	Mar.18/20	1,500.	Mar.22/20
Semi-annual installments due on account of right-of-way over Greacen parcel due Mr. Erb as per agreement dated January 19th 1920.	Mar.18/20.	1,800.	Mar.22/20

* *

TAXES ON STUDIO PROPERTY

- - - - - - -

PROPERTY	AMOUNT	WHEN PAID.
Taxes on Flagler piece paid to Receiver of Taxes, Mamaroneck.	$ 1,675.54 and 158.07	April 29/20
Crawford property paid to Receiver of Taxes, Mamaroneck.	254.47	April 29/20.

FORM 203—(Superseding Forms 200-A and 201-A).

Form 203. Page 1 of Return

NEW YORK STATE INCOME TAX—NONRESIDENT RETURN

For the Calendar Year 1919

or Fiscal Period, begun January 1, 1919 **and ended** December 31, 1919 **1919**

To be used by individuals, not residents of the State of New York, deriving income from:
(a) property situated within the State of New York;
(b) a business, trade, profession or occupation carried on within the State of New York;
(c) services rendered within the State of New York.

DELIVER OR SEND this return to any district office of the New York State Income Tax Bureau or to the office in Albany, N. Y., on or before June 30, 1920.

TAX MUST BE PAID IN FULL ON FILING RETURN

DO NOT WRITE IN THIS SPACE—BEGIN WITH QUESTION 1

Do not write in this space	Do not write in this space	Amount Paid	Cashier's stamp
		Tax.....$	No.
Do not write in this space		Interest and penalty..$	
		Total...$	
		EXAMINED BY	
		AUDITED BY	Check — M.O. / Cash

READ INSTRUCTIONS CAREFULLY—PRINT NAME AND ADDRESS PLAINLY

1. Name David Wark Griffith. *(First name in full—middle initials—last name in full)*
2. Residence address Los Angeles Cal (Griffith Ranch) *(No.) (Street or avenue) (City, village, P. O. or rural route) (County) (State)*
3. Principal occupation Motion Picture Producer
4. Business address 1476 Broadway New York City

5. **Personal Exemptions** (See Instruction 5)
   (a) Were you married?
   (b) Were you living with wife (or husband)?
   (c) If not, were you the head of a family as defined in Instruction 5?
   (d) How many dependent persons under 18 (or mentally or physically defective) received their chief support from you and how long did you maintain them during 1919?
   (e) What is the relationship to you of the dependent persons for whose support you claim exemption?

6. (a) Did (or will) your wife (or husband) or any of your dependent minor children make a separate return? *(If so, give name and address thereon)*

   (b) If not, is the taxable income of your wife (or husband) and dependent minor children from sources within the State included in this return?

   NOTE.—If your wife (or husband) or dependent minor children derived any income from sources within the State of New York, it must be included in this or in a separate return.

CALCULATION OF TAX

		Amount of Income Taxable at each Rate	Rate of Tax	Amount of Tax
7. Net income shown by Item 23 (Page 2 of Return)	$52909.75	$10000.00	10. 1% on first $10,000 of Item 9.....	$100.00
8. *Less* personal exemption (See Instruction 5).....	$ 1000.00	40000.00	11. 2% on next $40,000 of Item 9....	800.00
		1909.75	12. 3% on amount over $50,000 of Item 9.....	57.29
9. BALANCE SUBJECT TO TAX (*Item 7 minus Item 8*)..	$51909.75	$51909.75	13. TOTAL.....	$957.29

The tax must be paid IN FULL on filing return.
Make Checks Payable To EUGENE M. TRAVIS, Comptroller

AFFIDAVIT

STATE OF.....COUNTY OF....., ss.:

I swear (or affirm) that to the best of my knowledge and belief, the statements contained in this return including the accompanying schedules and statements (if any) are true, and that this return is a true and complete statement of all income, gains and profits received by or accrued to me (or the person for whom this return is made) during the taxable year 1919, from sources within the State of New York, and that all deductions entered or claimed herein are allowable under the law and regulations.

(If return is made by agent, the reason therefor must be stated on this line)

Sworn to and subscribed before me this.....day of....., 1920.

(Signature of individual or agent)

(Signature of officer administering oath) (Title) (Address of agent)

Seal not required

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

RETURN OF TAXABLE INCOME OF NONRESIDENT INDIVIDUAL
FROM SOURCES WITHIN THE STATE OF NEW YORK

14. INCOME FROM PERSONAL SERVICES (Salaries, Wages, Fees, Commissions, Bonuses, etc.)

Show the gross amount received or accrued; if deductions therefrom are claimed, report them under Item 21.
If you received compensation for services rendered partly within and partly without the State, explain in Schedule D, page 4 of return the basis on which you apportion your income.
Do not include compensation received as officer or employee of the United States.

(a) OCCUPATION	(b) NAME AND ADDRESS OF EMPLOYER	AMOUNT OF INCOME FROM SOURCES WITHIN THE STATE OF NEW YORK
Salary	Epoch Producing Corp. 1476 Broadway, New York City	$ $3800.00

15. INCOME FROM PARTNERSHIPS, ESTATES AND TRUSTS

Give name and address of partnership, estate or trust. If estate or trust give also name and address of fiduciary.
If apportionment is required, apportion on the basis shown in the return of the partnership or fiduciary.

(a) ..... $.....
(b) .....

16. INCOME FROM BUSINESS OR PROFESSION (Including Farming)

Enter nothing until Schedule A is filled in; then enter here the amount of Item 30 of Schedule A unless the business is carried on partly within and partly without the State, in which case Schedules F and G must first be made out and the percentage of Item 30 of Schedule A indicated on line 9 of Schedule G entered here.

Net income from business or profession, as per Schedule A ..... $ 49109.75

17. INCOME FROM RENTS AND ROYALTIES From Property Situated Within the State of New York

(a) KIND OF PROPERTY AND LOCATION	(b) GROSS AMOUNT OF RENTS AND ROYALTIES	(c) REPAIRS, DEPRECIATION AND DEPLETION (*explain in Schedule B*)	(d) TAXES	(e) INTEREST AND OTHER EXPENSES (*explain principal items in Schedule C*)	
	$	$	$	$	
(f) NET INCOME FROM RENTS AND ROYALTIES (*Column b, less totals of columns c, d and e). If net loss, enter in red ink and subtract.*)	$	$	$	$	$

18. PROFIT (OR LOSS) FROM SALE, EXCHANGE OR GIFT OF LANDS, BUILDINGS AND OTHER PROPERTY SITUATED IN NEW YORK STATE (Not dealt in as a business)

If there was more than one sale, exchange or gift during the year, submit separate statement in similar form for each sale and enter total net profit (or net loss) on Item k below.

(a) Kind of property and location ..... x x x x x
(b) Sold, exchanged or given away? ..... (c) Date acquired ..... (d) Original cost $ ..... x x x x x
(e) SALE PRICE OR VALUE OF GIFT (OR FAIR MARKET VALUE OF PROPERTY RECEIVED IN EXCHANGE) .. $.....
(f) Fair market value on Jan. 1, 1919 (or cost if acquired thereafter) of property sold or exchanged ..... $.....
(g) Cost of improvements, if any, after Jan. 1, 1919, or after date of purchase, if acquired since .....
(h) TOTAL (Item f plus Item g) ..... $.....
(i) *Deduct* depreciation after Jan. 1, 1919, or after date of purchase if acquired since .....
(j) DIFFERENCE (Item h minus Item i) ..... x x x x $.....
(k) NET PROFIT ON SALE, EXCHANGE OR GIFT OF LANDS, BUILDINGS, ETC. (Item e minus Item j). (*If net loss, enter in red ink and subtract*) ..... $.....

19. OTHER INCOME From Sources Within the State of New York (Describe each source separately)

Explain in Schedule D, page 4 of return, apportionment, if any is made, to State of New York, of income from any source, both within and without the State.

(a) ..... $.....
(b) .....

20. TOTAL INCOME FROM ABOVE SOURCES (*Items 14 to 19 inclusive*) ..... $ 52909.75

21. DEDUCTIONS not claimed above (See Instruction 21)

(a) Interest on indebtedness ..... $.....
(b) Taxes .....
(c) Contributions to charitable, religious and educational corporations of the State of New York (Submit details in Schedule E on page 4 of return) .....
OTHER DEDUCTIONS (Describe each separately)
(d) .....
(e) .....

22. TOTAL DEDUCTIONS ..... $.....

23. NET INCOME (Item 20 minus Item 22) *Enter on page 1, Item 7* ..... $ $52909.75

(*If this return is for a fiscal year, see Instruction C*)

SCHEDULE A

Income from business or profession carried on wholly or partly within the State of New York

If the business is carried on both within and without the State (as defined in the regulations) report the total income from the business, and exhibit apportionment in Schedule G.

1. Kind of business Motion Picture Producer
2. State whether this statement of business income is on a cash or an accrual basis
3. If inventories are used, state whether they are valued (a) at cost or (b) at cost or market, whichever is lower

Taxpayers may submit statements attached hereto, in the form in which their books are kept, giving no less details than called for herein, and enter the net income (or loss) below.

TRADING OR OPERATING INCOME

4. Total Sales and Income from Business or Professional Services							$1227155.86
Cost of Goods Sold:			**Other Business Deductions:**				
5. Labor	$639810	25	13. Salaries and wages not reported under "Cost of Goods Sold"	$ 11875	00		
6. Materials and supplies			14. Rent for business property				
7. Merchandise purchased			15. Interest on business indebtedness to others				
8. Other costs	277124	24	16. Taxes on business and business property				
9. *Plus* inventories at beginning of year			17. Repairs, depreciation and depletion (*explain in Schedule B—below*)	48314	28		
10. Total	$916934	49	18. Losses not compensated by insurance (*explain in Schedule C—below*)				
11. *Less* inventories at end of year			19. Bad debts (*explain in Schedule C—below*)	10878	43		
			20. Other expenses (*explain principal items in Schedule C—below*)	44195	61		
12. Cost of Goods Sold (Item 10 minus Item 11)	$916934	49	21. Total Other Business Deductions	$115263	32		
22. Cost of Goods Sold Plus Total Other Business Deductions (Item 12 plus Item 21)							$1032197.81
23. Net Trading or Operating Income from Business or Profession (Item 4 minus Item 22)							$ 194958.05

NON-OPERATING INCOME OF THE BUSINESS OR PROFESSION

Do not include income from rents, or profits from the sale of lands and other property (not dealt in as a business) which must be reported on page 2 of Return in Items 17 and 18.

24. Interest	$	
25. Dividends		
26. Profit from the sale of stocks and bonds, not dealt in as a business, but carried as business assets		
27. Royalties received from Famous Players Lasky Corporation on feature: "Hearts of the World"		115241.79
28.		
29.		
30. Total Net Income from Business or Profession		$ 310199.84

If you carry on business (as defined in the regulations) only within the State of New York, enter the amount of Item 30 of Schedule A, in Item 16 on page 2 of return.

If you carry on business (as defined in the regulations) both within and without the State of New York, fill in Schedules F and G on page 4 of return and enter in Item 16 on page 2 of return, the proportion of your income allocated to the State of New York.

SCHEDULE B

Statement of deductions claimed for repairs, depreciation and depletion in Item 17 of Schedule A, and Item 17 (c) on page 2 of return

1. Refer to Item No.	2. Kind of Property (Principal material of which constructed) and Location	3. Year Acquired	4. Value on Jan. 1, 1919, (or cost if acquired thereafter) (*Exclusive of land*)	Depreciation and Depletion Charged Off 5. Rate	6. Amount	7. Incidental Repairs not included in Depreciation Deductions
17	Depreciation of Studio Los Angeles	1917	$		$	$
		1918	$52440.25	33	17480.08	
	Studio abandoned at Los Angeles					30564.28
	Power Plant Contract loss					17750.00
	Totals		$		$	$8314.28

SCHEDULE C

Explanation of deductions claimed in Items 18, 19 and 20 of Schedule A, and Item 17 (e) on page 2 of return

1. Refer to Item No.	2. Explanation	3. Amount	4. Refer to Item No.	5. Explanation	6. Amount
20	Royalties paid to others	41897.31			$
	Methodist Picture Exp.	$ 1376.59			
	Unserviceable negatives	41.33			
	Unserviceable Scenarios	850.00			
	Experimental Lab. Work	30.38			
		$44195.61			

SCHEDULE D

Explanation of basis used in apportioning income, if any, earned partly within and partly without the State of New York.

Schedules F and Schedules G

The Income of this enterprise arises from the rental received from the exhibition of moving pictures, all of which were produced in Los Angeles, California, or elsewhere outside of New York State. Owing to the nature of the enterprise, the location of the studio in our opinion, does not determine the source of income. We have therefore prorated the cost of production on basis of rental received in New York State and rentals received without the State. A summary is as follows:

	Total	Outside	New York	
Income from sales, and various other productions released through Famous Players Laksy Corp., prorated as to New York and outside, on actual receipts as shown by their reports.....*	$1080478.36	$656949.82	$423528.54	= 39.1982 % of *
Costs of production prorated on basis of Income received..... **	$1022535.61 $ 57942.75	$621720.06 $ 35229.76	$400815.55 $ 22712.99	= 39.1982 % of **
Royalties and rentals of Hearts of the World prorated according to actual receipts.....***	$ 115241.79	$ 97520.02	$ 17721.77	= 15.3771 % of ***
Sale of prints of Hearts of the World, prorated on basis of rentals and royalties received.....****	$ 54299.02 $ 227483.56	$ 45949.41 $178699.19	$ 8349.61 $ 48784.37	= 15.3771 % of ****
Laboratory Income from Los Angeles Studio.....	$ 81068.36	$ 81068.36		
Miscellaneous Income	$ 1647.92 $ 310199.84	$ 1322.54 $261090.09	325.38 $ 49109.75	

	(5) GROSS SALES OF MERCHANDISE, OR CHARGES FOR SERVICES, DURING THE YEAR..								
8	TOTALS.....	$				$			

9 Enter the percentage which the total (line 8) of Column 3 is of the total of Column 2 ..... %. { Apply this percentage to Item 30 of Schedule A and enter in Item 16 on page 2 of Return.

SPECIFIC INSTRUCTIONS

NOTE: THE FOLLOWING INSTRUCTIONS ARE NUMBERED TO CORRESPOND WITH THE ITEMS OF THE RETURN, AND RELATE TO THE CORRESPONDING ITEMS THEREIN:

INSTRUCTION 5 — PERSONAL EXEMPTION:

(a) If during the taxable year you were married and living with your wife (or husband) or, if not married, were the head of a family, subtract from your net income, before calculating your tax, a family exemption of $2,000 plus $200 for each person under eighteen years of age (or mentally or physically defective) who received his or her chief support from you during the taxable year. If husband and wife make separate returns, this exemption shall be *equally* divided between them.

(b) If you did not live with wife (or husband) or were not married and if you were not the head of a family you are entitled to a personal exemption of $1,000 plus $200 for each person under eighteen years of age (or mentally or physically defective) who received his or her chief support from you during the taxable year.

(c) The personal or family exemption must be reported on Item 8 of the return and must be supported by answers to question 5.

(d) A "head of a family" is a person who is the chief support of one or more persons living in his household, who are closely related to him, or her, by blood, marriage or adoption.

INSTRUCTION 14 — INCOME FROM PERSONAL SERVICES, SALARIES, WAGES, FEES, COMMISSIONS, BONUSES, ETC.:

(a) Enter in this item all compensation received by you for services rendered within the State of New York.

(b) Do not include in this item compensation earned prior to January 1, 1919, even if received on or after that date.

(c) Report all personal service compensation received by you from any one employer of $1,000 or more during the year, on a separate line together with the occupation or position and the employer's name and address. All other income from personal services of less than $1,000 from any one source should be combined and reported on a single line.

(d) If you received compensation for services performed both within and without the State, make apportionment in accordance with the State Income Tax Regulations and enter explanation of such apportionment in Schedule D, page 4 of return.

INSTRUCTION 15 — INCOME FROM PARTNERSHIPS, ESTATES AND TRUSTS:

(a) Report your share, whether distributed or not, of the profits of the partnership or the income of the estate or trust during the accounting period of the partnership or the estate or trust (whether fiscal or calendar year) which ended during your taxable year (whether fiscal or calendar year).

(b) If you receive a salary from a partnership, in addition to your share of the profits report salary in Item 14.

(c) If the fiscal year of the partnership began in 1918 and ended in 1919, you should report that proportion of your distributive share of the net income of the partnership, which the portion of the partnership's accounting period, falling within your taxable year, bears to the full year.

(d) The New York State law differs from the Federal law in that personal service corporations are not classed as partnerships. Do not report the distributive share in the profits of any personal service corporation of which you may be a member, but report in Item 14 the salary received by you, if any, to the extent that it is for services rendered within the State.

INSTRUCTION 16 — INCOME FROM BUSINESS OR PROFESSION (INCLUDING FARMING):

Income from business or profession must be reported in detail in Schedule A on page 3 of the return. Schedule A must first be filled in. If the business or profession is carried on wholly within the State, the amount of Item 30 of Schedule A should be entered on Item 16 of page 1 of the return. If the business is carried on partly within and partly without the State, Schedules F and G must be made out, and the percentage of Item 30 of Schedule A indicated on line 9 of Schedule G inserted on Item 16 of page 1 of the return.

INSTRUCTIONS FOR SCHEDULE A.

Nonresidents having several businesses within the State of New York may submit a separate schedule for each business in the same form as that shown in Schedule A and enter the combined total net income in Item 16 of return.

Report here income from

(a) Sales of merchandise, or of the products of manufacturing, construction, mining and agriculture,

(b) Farms, fishing, and logging operations,

(c) Business service, such as transportation, storage, laundering, hotel and restaurant service, livery and garage service, etc., if you own the business. If you were engaged in the business as an employee, report your wages or salary in Item 14,

(d) A profession such as medicine, law or dentistry, if you practice it on your own account. If you were employed on a salary, report your salary in Item 14,

if you carry on such business (as "business carried on" is defined in the regulations) within the State of New York.

In general, report in Item 16 any income in the earning of which you incur expenses for labor, rent, etc. Do not report here partnership profits, which should be entered under Item 15.

Income received from the sale of lands, buildings, equipment, and other property located within the State of New York, not dealt in as a business, should be reported under Item 18.

Income Accrued or Received: See Instruction E on the reverse side of this page.

Income from Professions: In reporting income from a profession, disregard the schedule of "cost of goods sold" and include all your business expenses under the head of "other business deductions." (Items 13 to 21.)

Item 1 — Kind of Business: State kind of goods dealt in or kind of services rendered and whether manufacturer, jobber, wholesaler, retailer, importer, broker, etc.

Items 5 to 12 — Cost of Goods Sold: Do not include cost of business equipment or furniture, expenditures for permanent improvements to property, or living and family expenses. Do not include interest on your own investment in your business.

OTHER BUSINESS DEDUCTIONS.

Item 13 — Salaries, etc.: Do not deduct salary or wages for your own services or services of your family unless these items are included as income in Item 14 on Page 2 of Return or reported in a separate return, and do not include any withdrawal of profits.

Item 15 — Interest: Report here only interest on business indebtedness to others. Do not deduct interest on your own investment in, or advances to the business.

Item 16 — Taxes: Deduct only taxes upon property used in the business, or paid in connection with the operations of the business. Do not deduct taxes for local benefits of a kind tending to increase the value of the property assessed, as for paving, etc., nor income taxes.

Item 17 — Repairs, Depreciation and Depletion:

Report here:

(a) Minor repairs required to keep property in usable condition;

(b) A reasonable allowance for exhaustion, wear and tear to the extent not offset by repairs, replacements or losses claimed as deductions in this return;

(c) Any claim for depletion of mines, oil and gas wells, or timber lands.

Do not claim depreciation for articles that have been taken into your inventory.

The amount claimed for depreciation should be based on some approved accounting method and must be based on the cost of the property (or its value on January 1, 1919, if acquired before that date).

Item 19 — Bad Debts: Report here only debts which you have ascertained to be worthless and have charged off during the year. In case of bad debts created prior to January 1, 1919, only the fair market value on that date can be deducted as a loss.

NON-OPERATING INCOME FROM BUSINESS OR PROFESSION.

Item 24 — Income from Interest: (a) Report interest received (or accrued) and collectible matured coupons. Do not include interest accrued prior to January 1, 1919 even though received on or after that date.

(b) Exclude interest exempt from taxation. See Instruction D on page 1 of Instructions.

(c) Interest on municipal and State bonds, other than municipal or State bonds of the State of New York, is taxable, and must be reported here, if it forms part of the income of your business.

Item 25 — Income from Dividends: (a) Report here all dividends including those from personal service corporations received in 1919 whether paid in cash, or other property except dividends received in 1919 which were declared in 1918 payable to stockholders of record in 1918.

(b) When dividends are paid in property, the fair market value of the property at the time made payable should be reported and a statement should be attached to the return explaining the valuation placed on such dividends. Dividends paid in the stock of the corporation paying the dividend (true stock dividends) are not taxable and should not be reported.

Apportionment of Income: If you carry on business (as "business carried on" is defined in article 415 of the regulations) fill in Schedules F and G and apportion your business income in accordance with article 457 of the regulations.

If, pursuant to article 470 of the regulations, you submit an alternative method of apportionment, you must nevertheless fill in Schedules F and G and in addition, submit all the information required by your own method of apportionment.

INSTRUCTION 17 — INCOME FROM RENTS AND ROYALTIES FROM PROPERTY LOCATED WITHIN THE STATE:

Amount of Rent: If you accept crops or other property in lieu of cash rents, report the income as though the rent had been paid in cash.

Repairs, Depreciation and Depletion: See Instruction for Item 17 of Schedule A above.

Taxes: Report taxes on rented or leased property. Do not deduct taxes for local benefits of a kind tending to increase the value of the property assessed.

Rent received by a nonresident from property located without the State is not taxable regardless of the fact that payments may be made from a point within the State or by a resident individual, partnership or corporation.

INSTRUCTION 18 — PROFIT (OR LOSS) FROM THE SALE, EXCHANGE OR GIFT OF LANDS, BUILDINGS AND OTHER PROPERTY NOT DEALT IN AS A BUSINESS:

Sale Price: State the actual consideration or price, or in the case of an exchange, the fair market value of the property received. Report in (e) fair market value at time of gift of lands, etc., given to others.

Cost: Enter in Item F the cost of the property, or if it was acquired before January 1, 1919, its fair market value on that date.

Depreciation: See Instruction for Item 17 of Schedule A above.

INSTRUCTION 19 — OTHER INCOME:

Enter here all other income from sources within the State of New York not reported in Items 14 to 18 (except exempt income). State separately the income from each source and describe the source.

INSTRUCTION 21 — DEDUCTIONS:

(a) *Interest on Indebtedness:* Report here interest paid on indebtedness (not already claimed above) incurred in connection with income taxable in the State of New York. Do not include interest on personal indebtedness, or on indebtedness incurred to purchase bonds or stocks, as the income therefrom is not taxable to a nonresident. Do not include interest incurred in connection with transactions without the State of New York, the income from which is not included in this return.

(b) *Taxes:* All taxes paid (or accrued) are deductible to the extent that they are connected with sources of taxable income within the State of New York, excepting (a) taxes and assessments for local benefits and improvements of a kind tending to increase the value of the property assessed, (b) income taxes, and (c) estate or inheritance taxes.

(c) *Contributions:* Report here only contributions made during the period covered by your return to corporations incorporated by or associations organized under the *laws of the State of New York* and operating exclusively for religious, charitable, scientific or educational purposes or for the prevention of cruelty to children or animals, or to the special fund for vocational rehabilitation authorized by the vocational rehabilitation act. The total amount of contributions to be entered here must not exceed 15 per cent of the net income computed without the benefit of this deduction.

(d) *Other deductions:* Deductions are limited to expenses incurred or losses sustained in connection with taxable income from sources within the State of New York. If your income from any source is derived from both within and without the State, the deductions applying against such income must be apportioned, in a manner corresponding to the apportionment of the income.

D. W. GRIFFITH COLLECTION

GENERAL INSTRUCTIONS

A. WHEN A NONRESIDENT MUST MAKE A RETURN

1. Every individual not a resident of the State of New York is subject to tax if he derives income
   (a) from property situated within the State of New York;
   (b) from a business, trade, profession or occupation carried on within the State of New York;
   (c) from services rendered within the State of New York.

2. If you are a nonresident, you should make a return if your net income from these sources, calculated in accordance with the law and these instructions, equals or exceeds:
   (a) $1,000, if you are single, or married and not living with your wife (or husband),
   (b) $2,000, if married and living with your wife (or husband).

3. If any item of your income is derived from sources both within and without the State, see State Income Tax Regulations, Articles 451 to 470 inclusive, for instructions as to the method of determining how much is from sources within the State.

B. "BUSINESS CARRIED ON" DEFINED

The term "business carried on" as used in this return is defined in article 415 of the State Income Tax Regulations as follows:

> "A business, trade, profession or occupation (as distinguished from personal service as employee) is carried on within the State by a nonresident when he occupies, has, maintains or operates desk room, an office, a shop, a store, a warehouse, a factory, an agency or other place where his affairs are systematically and regularly carried on, notwithstanding the occasional consummation of isolated transactions without the State. Business is being carried on if it is here with a fair measure of permanency and continuity. Its regularity or continuity need not be for a long period; the life of the business is not a material factor."

C. PERIOD TO BE COVERED BY RETURN

1. The dates on which the period covered by return began and ended, if other than the calendar year 1919, must be plainly stated at the head of the return.

2. You must report your net income for the calendar year 1919, unless you keep books of account which were regularly closed in 1919, at the end of some month other than December, in which case you should make your return for the fiscal year which ended during the calendar year 1919.

3. If you submit a return for a fiscal year ending other than December 31, compute your income for the fiscal year ending in 1919 and then determine the proportion of such income which the portion of the fiscal year falling within 1919 is of the full fiscal year. The income for the full fiscal year will, therefore, be shown on Item 23 on page 2 of the return. Enter on Item 7 on page 1 of the return, the proportion as herein stated, and compute your tax on such amount.

D. NON-TAXABLE INCOME

1. Nonresidents are taxed only on income from sources within the State, that is
   (a) from property situated within the State, and
   (b) from business, trade, profession or occupation carried on within the State, and
   (c) from services rendered within the State.

2. Nonresidents are not taxed on annuities, interest, or dividends, except to the extent to which the same shall be part of the income from any business, trade, profession or occupation carried on in this State by the nonresident taxpayer.

3. In addition, the following classes of income are exempt from taxation:
   (a) Salaries, wages and other compensation received as an official or employee of the United States in civil, military or naval service.
   (b) Gifts (but not including bonuses or other compensation given in consideration for services rendered) and money and property acquired under a will or by inheritance.
   (c) Proceeds of life insurance policies and contracts paid on the death of the insured, to individual beneficiaries or the estate of the insured.
   (d) The amount received from accident and health insurance and under Workmen's Compensation Acts and the amount of any damages received by suit or agreement on account of personal injuries or sickness.
   (e) Pensions received by nonresidents.

4. If you receive income which is exempt from taxation, you need not report it.

E. ACCRUED OR RECEIVED INCOME

1. You may make your return:
   (a) On a cash basis; that is, reporting income received and expenses, etc., paid, or
   (b) On an accrual basis; that is, showing income accrued and expenses, etc., incurred or accrued,

in accord with the method of accounting regularly employed in keeping your books, provided such method clearly reflects your true income.

2. If you do not keep books on the accrual basis you should report income received and expenses, etc., paid, but in any event, do not fail to include all your income even if it is not entered on your books.

F. WHEN AND WHERE RETURNS SHOULD BE FILED AND TAX PAID

1. District offices of the Income Tax Bureau have been established at the following places:

Albany	White Plains	Elmira
Borough of Manhattan	Buffalo	Binghamton
Borough of Brooklyn	Rochester	Kingston
Borough of The Bronx	Syracuse	
Jamaica	Utica	

2. You may send or bring your return to *any district office* of the Income Tax Bureau; but it is desirable that you send it to the office nearest your place of business.

3. The total tax must be paid at the time this return is filed and at the office at which the return is filed. The tax is due on June 30, 1920, and if it is not paid on or before that date, penalties will be added to the amount of the tax.

4. You will save time and find it more convenient, if you will mail return to the district office accompanied by a check, bank draft or money order drawn payable to the order of EUGENE M. TRAVIS, COMPTROLLER, and address it to the NEW YORK STATE INCOME TAX BUREAU in the city in which you decide to file your return. Checks do not have to be certified.

5. Do not send cash through the mail or pay it in person except at an office of the Income Tax Bureau.

6. If you pay in cash, do not fail to secure a cash register receipt at the time of payment. If you pay by check or other form of remittance, that will serve as your receipt; but you can secure additional receipt on request.

G. PENALTIES

The law imposes severe penalties for failing to make a return or for making a false or fraudulent return or for failing to pay the tax when due.

MUSEUM OF MODERN ART FILM LIBRARY

1919 return

DETAILS

A - 16

During the year sundry equipment at the Los Angeles Studio was sold and credited at sales price to the Studio Account, which at January 1, 1919, stood at $52,440.25 less depreciation of $17,480.08, or $34,960.17. The Studio was abandoned during the year and after the equipment actually on hand was valued and credited to the account upon its transfer to New York, the balance of the account, namely $30,564.28 was written off as representing depreciation not heretofore provided for.

$17,750.00 paid for the installation of a power plant to be built by the Display Stage Lighting Co., was written off to Profit And Loss, inasmuch as the Company having the contract for the installation of this power plant defaulted and other arrangements and to be made, therefore these advance payments were a total loss to the Studio.

A - 19

Royalties on pictures paid to:

Dorothy Gish	$3454.59		
Elmer Clifton	1736.36		
S.E.V.Taylor	1720.63		
G.W.Bitzer	12236.11		
A.L.Gray	21949.62		
F.W. Jones	800.00	$41897.31	
Methodist Picture Expense		1376.59	
Unserviceable Negatives		41.33	
Unserviceable Scenarios		850.00	
Experimental Laboratory Work		30.38	$44195.61

DETACH THE RETURN (CONTAINING AFFIDAVIT) AND DELIVER OR SEND IT WITH PAYMENT TO COLLECTOR OF INTERNAL REVENUE ON OR BEFORE THE 15TH DAY OF THE THIRD MONTH AFTER THE CLOSE OF THE TAXABLE PERIOD.

KEEP THIS WORK SHEET AND THE INSTRUCTION SHEET

Page 1 of Work Sheet

Form 1040—UNITED STATES INTERNAL REVENUE SERVICE

WORK SHEET FOR INDIVIDUAL INCOME TAX RETURN

FOR NET INCOMES OF MORE THAN $5,000, OR FOR SEPARATE RETURN OF HUSBAND AND WIFE IN CASE THEIR COMBINED NET INCOME EXCEEDS $5,000, FOR CALENDAR YEAR 1919

Or for period begun ....., 19....., and ended ....., 19.....

If the return is made for a period other than a calendar year the dates of the beginning and ending of the period covered must be plainly stated in the space provided above.

PRINT NAME AND ADDRESS PLAINLY BELOW

David Hark Griffith
(Name)
Orienta Point
(Street and number or rural route)
Mamaroneck, New York (Formerly Los Angeles Calif)
(Post office and State)

CASH	
CHECK	
M. O.	
CERT. of IND.	

IF YOU NEED ASSISTANCE GO TO A DEPUTY COLLECTOR OR TO THE COLLECTOR'S OFFICE BUT FIRST READ INSTRUCTIONS AND FILL OUT THIS SHEET (FACE AND BACK) IN PENCIL AS WELL AS YOU CAN

1. Did you make a return for 1918? Yes. 2. If so, what address did you give on that return? Los angeles Calif 3. To what Collector's office was it sent? (Give district or city and State.) Los Angeles Calif
4. Did you receive any adjustments during the taxable period on account of Government contracts through the operations of a claims board or otherwise? 5. Were you married and living with wife (or husband) on the last day of your taxable year? No
6. If not, were you on that date head of a family as defined in instructions under "Personal Exemption"? 7. How many dependent persons under 18 (or mentally or physically defective) were receiving their chief support from you on the last day of your taxable year?
8. Write "R" if this return shows income received or "A" if it shows income accrued 9. Did your wife (or husband) or minor child make a separate return? (If so, give name and address entered at head of that return)
10. Did you pay during the year to any individual rent, wages, salaries, or other fixed or determinable income amounting to $1,000 or over? {If so, secure from the Collector Forms 1096 and 1099 and file a return of information.}
11. Enter below all **nontaxable income** received by (or accrued to) you during the period from the following sources:

Class of Securities.	Principal.	Interest.	Class of Securities.	Principal.	Interest.	Salary, etc. (Give Source).	Amount.
First Liberty Loan 3½% Bonds, unconverted	$	$	Obligations of States and Territories, political subdivisions thereof, and the District of Columbia	$	$		$
Other obligations of the U. S. issued before Sept. 1, 1917, and obligations of U. S. possessions							
Victory Liberty Loan 3¾% Notes			Federal Farm Loan Bonds				

12. Stock dividends received during the taxable period which were declared and paid between January 1 and November 1, 1918, both dates inclusive, or authorized or declared, and entered on the books of the corporation within those dates and received during such taxable period and before March 27, 1919, shall be allocated as follows:

1. Accumulated in—	2. 1918–19.	3. 1917.	4. 1916.	5. 1913–15.
(a) Received directly	$	$	$	$
(b) Received indirectly				
	Include in K (a), page 2.	Enter as 16, below.	Enter as 18, below.	Enter as 20, below.
(c) Totals	$	$	$	$

13. Enter in table below **Interest on Liberty Bonds** and other obligations of the United States issued since September 1, 1917, and War Finance Corporation Bonds received by (or accrued to) you during the year, and maximum amount of such obligations (par valu) held at any one time from which such interest was derived (see instructions, page 2, under K(b)):

1. Class of Obligations.	Individual Holdings. 2. Amount of interest.	3. Maximum amount of obligations.	Share of Holdings of Partnerships, Personal Service Corporations, and Fiduciaries. 4. Amount of interest.	5. Maximum amount of obligations.	6. Total of Columns 3 and 5.	7. Maximum Exemption for Surtax Purposes. Until 2 years after end of war.	Until 5 years after end of war.	During life of Victory Liberty Loan.	During life of bonds or obligations.
(a) First Liberty Loan converted into Second Liberty Loan and Second Liberty Loan unconverted	$	$	$	$	$	$45,000 (See Note A)	$30,000	$20,000 (See Note B)	$5,000
(b) First and Second Liberty Loans converted into Third Liberty Loan and Third Liberty Loan	722.50	17,000.00							
(c) First Liberty Loan converted into Fourth Liberty Loan						30,000			
(d) Fourth Liberty Loan	1243.50	30,000.00				30,000			
(e) Other obligations except class (f) issued since Sept. 1, 1917 (War Savings Stamps)		4000.00							
(f) Victory Liberty Loan 4¼% Notes	680.00	25,000.00				None.			
(g) War Finance Corporation Bonds						5,000. (See Note C.)			

Note A.—This exemption (maximum $45,000) is limited to one and one-half times the amount of bonds of the Fourth Liberty Loan originally subscribed for and still held. State here amount of bonds of the Fourth Liberty Loan originally subscribed for and still held $

Note B.—This exemption (maximum $20,000) is limited to three times the amount of notes of the Victory Liberty Loan originally subscribed for and still held. State here the amount of notes of the Victory Liberty Loan 3¾% and 4¼% originally subscribed for and still held $

Note C.—This exemption is separate from the $5,000 exemption allowed on other obligations, and can only be claimed against War Finance Corporation Bonds.

14. Enter in the table below (whether received or not) **income from partnerships, personal service corporations and fiduciaries, except stock dividends entered in Item 12:**

1. Name and Address of Partnership, Personal Service Corporation, or Fiduciary.	2. Period (Enter 1919 or Date on Which Fiscal Year Ended).	3. Cash Dividends.	4. Stock Dividends.	5. Interest on Tax-Free Bonds (by Fiduciaries Only).	6. Interest on Liberty Bonds, etc., Issued Since Sept. 1, 1917, and War Finance Corporation Bonds.	7. Other Income, Including Interest on Tax-Free Bonds by Partnerships and Personal Service Corporations.
		$	$	$	$	$
		Include in K(a), page 2.	Include in K(a), page 2.	Include in F, page 2.	See K (b) page 2 of instructions.	Enter as C, page 2
(a) Totals taxable at 1919 rates (see instructions, page 2, under C)		$	$	$	$	$
(b) Totals taxable at 1918 rates (see instructions, page 2, under C)		x x x x x	x x x x x	x x x x x	x x x x x	Enter as 27, below and as K (c), page 2. $

(c) State amount of interest received by partnerships or personal service corporations on tax-free covenant bonds upon which normal tax has been or will be paid at source included in Item 14, column 7, $

SUMMARY OF NET INCOME AND COMPUTATION OF TAX.

Income Subject to Surtax.

15. Item L, page 2 (1918–19 rates)	$30,208	86
16. Item 12(c), column 3 (1917 rates)		
17. Total (Items 15 and 16)	$	
18. Item 12(c), column 4 (1916 rates)		
19. Total (Items 17 and 18)	$	
20. Item 12(c), column 5 (1913–15 rates)		
21. Total Net Income (Items 19 and 20)	$	

Note.—If the return is rendered for a fiscal year enter as Item 36 an amount equal to as many twenty-fourths of total of Items 32 and 33 as there were months of the fiscal year included in the calendar year 1918.

Did you employ anyone especially to prepare this return?.....If so, give name and address.....

Pay your tax in full when you file your return, thereby reducing the cost of collection and avoiding possible annoyance to you.

Income Subject to Normal Tax.

AT 1919 RATES.		
22. Net income shown on page 2, Item J	$30,528	86
23. Less personal exemption	1000	00
24. Balance	$30,428	86
25. Amount subject to tax at 4% (not over $4,000)	4000	00
26. Balance subject to tax at 8%	$30,028	86
AT 1918 RATES.		
27. Amount of 14(b), column 7	$	
28. Balance of personal exemption not used above (Item 23 minus Item 22)		
29. Balance		
30. Amount subject to tax at 6% (if Item 24 is less than $4,000, enter difference here)		
31. Balance subject to tax at 12%	$	

Computation of Tax.

32. Normal tax at 4% on amount of Item 25	$ 160	00
33. Normal tax at 8% on amount of Item 26	24,042	31
34. Normal tax at 6% on amount of Item 30	—	—
35. Normal tax at 12% on amount of Item 31	—	—
36. Normal tax (additional for fiscal-year return) see note under Item 21	—	—
37. Surtax at 1919 rates (see surtax table on page 1 of instructions)	141,421	58
38. Surtax at prior-year rates (see surtax table, page 1 of instructions)		
39. Total Tax	$165,623	89
40. Tax paid at source (2% of sum of Item F, page 2, and Item 14(c))		
41. Income, war-profits, and excess-profits taxes paid during taxable period to foreign countries or possessions of the United States		
42. Balance of Tax Due (Item 39 minus Items 40 and 41)	$165,623	89
43. Amount of tax paid on submission of return	$ 41,405	97

TAXPAYER'S RECORD OF PAYMENTS.

Payment.	Amount.	Date.	Check or M. O. No.	Bank or Office of Issue.
First				
Second				
Third				
Fourth				

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RETAIN THIS SHEET AND INSTRUCTION SHEET AVAILABLE FOR INSPECTION BY REVENUE OFFICER

INSTRUCTIONS FOR FILLING IN INDIVIDUAL INCOME TAX RETURN

If the space provided on this form is not sufficient for all entries, make additional entries on a separate sheet of paper and attach it securely to the return

A. INCOME FROM BUSINESS OR PROFESSION.

Report here income from—

(*a*) Sale of merchandise, or of products of manufacturing, construction, mining, and agriculture. (For farm income see Instruction V on the reverse side of this sheet.)

(*b*) Business service, such as transportation, storage, laundering, hotel and restaurant service, livery and garage service, etc., if you owned the business. If you were engaged in the business as an employee, report your salary or wages in Schedule B.

(*c*) A profession, such as medicine, law, or dentistry, if you practiced it on your own account. If you were employed on a salary, report your salary in Schedule B.

In general, report in Schedule A any income in the earning of which you incurred expenses for labor, rent, etc. Do not report here partnership profits or profits of personal service corporations, which should be entered under C, or dividends from other corporations, which should be entered under K(a).

If you are a farmer (or a farm owner renting your farm to another person on shares), enter on line 22 your net income from farming, as shown by your "Schedule of Farm Income and Expenses," Form 1040 F.

If you keep books showing income accrued, report such income instead of cash received, and report expenses incurred instead of expenses paid.

Income received from sale of lands, buildings, equipment, stocks, bonds and other property not dealt in as a business, and from liquidating dividends, should be reported under D.

If you have a complete profit and loss statement, showing all the information called for under "Cost of goods sold" and "Other business deductions," attach it to the return and enter the amount of net income on line 22, Schedule A.

Kind of business.—State kind of goods dealt in or kind of services rendered, and whether manufacturer, jobber, wholesaler, retailer, importer, broker, etc.

Total sales and income from business or profession.—Report the total amount derived from sales or from services, less any discounts or allowances from the sale price or service charge.

Inventories.—Write "C" or "C or M" on lines 8 and 10 immediately before the amount column, to indicate that inventories are valued at either cost, or cost or market, whichever is lower.

Inventories at the end of the taxable period must be valued on the same basis as those at the end of the preceding taxable period, unless permission to make a change has been first obtained from the Commissioner. If claims for losses on inventories or rebates on sales made under Section 214 (a) 12 of the Act have been allowed, the opening inventory must be correspondingly adjusted. (See Articles 266, and 1581–1585, Regulations 45).

Other business deductions.—Do not include cost of business equipment or furniture, expenditures for replacements or for permanent improvements to property, or living and family expenses.

Salaries.—Enter as Item 12 all salaries and wages not reported as "Labor" under "Cost of goods sold." Salary or wages for your own services or the services of your dependent minor children if deducted must be reported as income in Schedule "B".

Rent.—Enter as Item 13 rent on business property in which you have no equity. Do not include rent for dwelling you occupy for residential purposes.

Interest.—Enter as Item 14 interest on business indebtedness to others. Do not include interest on your capital investment in or advances to the business.

Taxes.—Enter as Item 15 only taxes on business property or for carrying on business. Do not include taxes assessed against local benefits of a kind tending to increase the value of the property assessed, as for paving, sewers, etc., nor Federal income taxes.

Repairs, wear and tear, obsolescence, and property losses.—Enter as Item 16, (*a*) ordinary repairs required to keep property in usable condition, (*b*) reasonable allowance for exhaustion, wear and tear of property used in the trade or buisness, including a reasonable allowance for obsolescence, and (*c*) losses of business property by fire, storm, or other casualty, or theft, not compensated for by insurance or otherwise and not made good by repairs claimed as deductions. Explain these deductions in table at foot of page 2 of return.

Losses due to causes enumerated under (*c*) with respect to property not used in your business, such as your dwelling or personal property, should be reported in Schedule I.

The amount claimed for wear and tear (depreciation), including obsolescence, should not exceed the original cost of the property (or its value March 1, 1913, if acquired before that date) divided by its estimated life in years. If obsolescence is claimed, state in table at foot of page 2 why useful life is less than actual life. When the amount of depreciation and obsolescence allowed equals the cost of the property (or its value March 1, 1913), no further claim should be made.

Do not claim any deduction for depreciation in the value of a building occupied by you as a dwelling, or of other property held for personal use. Do not claim any deduction for depreciation of real estate (exclusive of improvements thereon), nor for depreciation of stocks, bonds, and other securities.

Depreciation of patents, copyrights, etc., and depletion of mines, etc.—If you claim a deduction on account of depreciation in the value of patents, copyrights, franchises and other legal privileges, or on account of depletion of mines or oil and gas wells, see Regulations 45.

Amortization of war facilities.—If amortization of war facilities is claimed, the taxpayer is required to submit with this return the information and schedules called for in Articles 181 to 188 of Regulations 45.

Bad debts.—Enter as Item 18 only debts arising from sales or professional services which you have ascertained to be worthless and have charged off during the year.

A bad debt offsetting income accrued since March 1, 1913, will not be allowed as a deduction unless the amount was reflected in the income reported for the year in which the debt was created. In the case of debts existing prior to March 1, 1913, only their value on that date may be deducted upon subsequently ascertaining them to be worthless.

State under "Explanation of deductions," at the foot of the page, how the debts were ascertained to be worthless. Insolvency of the debtor, inability to collect by legal proceedings, or inability of debtor to pay as ascertained by a mercantile agency, would be a sufficient indication of worthlessness.

A debt previously charged off as bad must be returned as income for the year in which collected.

Bad debts arising out of personal loans should be reported in Schedule I.

Net loss.—If the net cost of goods sold plus other business deductions is in excess of the total amount of sales and income from business or professional services, report the difference as a loss by using red ink or a minus sign.

B. INCOME FROM SALARIES, COMMISSIONS, BONUSES, DIRECTOR'S FEES AND PENSIONS.

If salary, wages, or other compensation received by yourself or dependent minor children from outside sources was at the rate of $1,000 or more per annum, report on separate lines, together with the occupation or position and employer's name and address. The total of all other income from salaries, wages, commissions, etc., should be reported on a separate line.

Do not report here pay, not exceeding $3,500, for active service in the military or naval forces of the United States received during the taxable year prior to the termination of the present war as fixed by proclamation of the President.

C. INCOME FROM PARTNERSHIPS, PERSONAL SERVICE CORPORATIONS, AND FIDUCIARIES.

Report your share (whether received or not) in the profits of the partnership or personal service corporation or in the income of the estate or trust. Do not include the part of such share that consisted of dividends on stock of corporations (to be included in Item K (a)), interest on obligations of the United States (see table 13, page 1 of the return, and instructions under K (b), below), or interest on corporation bonds containing a tax-free covenant received through fiduciaries, upon which a tax of 2 per cent was paid (or will be paid) by the debtor corporation (to be included in Item F).

No witholding of income tax at the source with respect to interest upon tax-free covenant bonds owned by partnerships and personal service corporations was required prior to February 25, 1919.

Report in Schedule B salary received from partnership or personal service corporation.

Apportionment of partnership income between years.—If you derived income from a partnership or personal service corporation whose fiscal year differed from the calendar year, assign to 1918 as many twelfths of your share of such income (except dividends and Liberty Bond interest received through the partnership or personal service corporation) as the number of months of the fiscal year that fell in the calendar year 1918. Assign to 1919 the remainder of your share of such income, except stock dividends and Liberty Bond interest, which should be apportioned as provided in instructions under K(a) and K(b) below.

In the case of income to be distributed to the beneficiaries periodically, whether or not at regular intervals, each beneficiary must include in his return his distributive share of the net income, even though not yet paid him. If the taxable year on the basis of which he makes his return fails to coincide with the annual accounting period of the estate or trust, then he should include in his return his distributive share for such accounting period ending within his taxable year, which income will be taxable at the rates for the year in which the income was received.

D. PROFIT FROM THE SALE OF LAND, BUILDINGS, STOCKS, BONDS AND OTHER PROPERTY, AND FROM LIQUIDATING DIVIDENDS.

If the profits or losses on sales made through any one broker aggregated $1,000 or more, report the transactions on a separate line with the name and address of the broker.

Kind of property.—Describe the property as definitely as you can in a word or two, as "farm," "house," "lot," "stocks," "bonds."

Sale price or liquidating dividends.—State the actual consideration or price, or, in case of an exchange, the fair market value of the property received.

Cost.—Enter the original cost of the property, or, if it was acquired before March 1, 1913, its fair market value on that date. Attach statement explaining how value of March 1, 1913, was determined. Expenses incidental to the purchase may be included in the cost if never claimed in income tax returns as deductions from income. Enter in column 7 the amount of wear and tear, obsolescence, or depletion sustained since March 1, 1913 (or since date of acquisition, if subsequent to March 1, 1913).

Losses.—If the total of columns 5 and 6 is in excess of the total of columns 3 and 7, report the difference as a loss by using red ink or a minus sign.

E. INCOME FROM RENTS AND ROYALTIES.

Kind of property.—Describe briefly, as in D.

Rent.—If you received property or crops in lieu of cash rent, report the income as though the rent had been paid in cash. Crops received as rent on a crop share basis should be reported as income for year in which disposed of (unless your return shows income accrued).

Repairs, wear and tear, obsolescence, depletion, and property losses.—See instructions for Schedule A, above. Explain in table at foot of page 2 of the return.

Other expenses.—Report taxes on rented or leased property and interest on indebtedness incurred or continued to purchase or carry it. Do not include taxes assessed against local benefits of a kind tending to increase the value of the property assessed.

F. INTEREST ON CORPORATION BONDS CONTAINING TAX-FREE COVENANT, ON WHICH TAX OF 2% WAS PAID BY DEBTOR CORPORATION.

This item should include all interest received directly or through fiduciaries on bonds of corporations organized or doing business in the United States, containing a clause by which the debtor corporation agrees to pay the interest without any deduction for taxes, provided exemption from withholding was not claimed by the owner of the bonds. If exemption was claimed (by filing a yellow certificate, Form 1001), the interest received must be reported in G. The amount of tax paid by the debtor corporation is treated as a credit against the tax due. (See Item 40, page 1 of the return), but such amount paid at the source should be reported as income in Schedule G, line 4.

G. OTHER INCOME (NOT INCLUDING DIVIDENDS, OR INTEREST ON OBLIGATIONS OF THE UNITED STATES).

Report in this schedule interest on bank deposits, notes, mortgages, etc., and all other taxable income for which no place is provided elsewhere on this return.

I. GENERAL DEDUCTIONS.

Interest.—Report here interest paid on personal indebtedness as distinguished from business indebtedness (which should be reported under A or E above). Do not include interest on indebtedness incurred for the purchase of bonds and other obligations, the interest on which is exempt from tax, except interest on indebtedness incurred to purchase or carry obligations of the United States issued after September 24, 1917.

Taxes.—Report here personal taxes paid, and all taxes on property not used in business or profession, not including those assessed against local benefits of a kind tending to increase the value of the property. Do not include Federal income taxes, nor estate or inheritance taxes.

Losses.—Report here losses of property not connected with your trade, business, or profession, sustained during the year from fire, storm, shipwreck, or other casualty, or from theft, which were not compensated for by insurance or otherwise. Do not include losses from transactions not entered into for profit. Losses claimed should be explained in table at foot of page 2.

Contributions.—Report here only contributions made within the year to corporations organized and operated exclusively for religious, charitable, scientific or educational purposes, or for the prevention of cruelty to children or animals, and contributions to the special fund for vocational rehabilitation. The total amount of contributions to be entered here must not exceed 15 per cent of the net income computed without the benefit of this deduction. Therefore, if Item 4, Schedule I, exceeds 15 per cent of the sum of Item 21, page 1, plus Item 4, then Item 4 must be reduced to 15 per cent of such sum and your total net income must be recalculated accordingly.

Enter under "Explanation of deductions," at the foot of page 2 of the return, the name and address of each corporation to which you made contributions claimed as deductions, and the amount paid to each.

Bad debts and other deductions.—Bad debts arising out of loans should be reported here, and other proper deductions not claimed elsewhere. Attach detailed statement of all such deductions. Deductions claimed by traveling salesmen to cover meals and lodging should be fully explained in an attached statement setting forth conditions of employment.

Amounts paid to beneficiaries.—If this return is filed for an estate in the process of administration, there may be deducted the amount of any income properly paid or credited to any legatee, heir or other beneficiary.

K (a). DIVIDENDS.

Enter as Item K (a) all cash or stock dividends received during the year except (*a*) dividends paid by personal service corporations out of earnings accumulated subsequent to December 31, 1917; and (*b*) stock dividends received during the taxable year which are included in Item 12, columns 3, 4, and 5, page 1.

K (b). INTEREST ON OBLIGATIONS OF THE UNITED STATES ISSUED SINCE SEPTEMBER 1, 1917.

Interest upon First Liberty Loan, 3½ per cent bonds and Victory Liberty Loan 3¾ per cent convertible gold notes is exempt from normal income taxes and graduated additional income taxes, commonly known as surtaxes. Interest upon all other issues of Liberty Loan Bonds, as well as interest upon certificates of indebtedness and War Savings Certificates, is exempt from normal income tax regardless of the amount of the principal and is exempt from graduated additional income taxes, commonly known as surtaxes, only to the extent provided for in the act authorizing the issue and subsequent acts. If your holdings exceed the exemptions specified in Item 13, page 1, secure Form 1125 from Collector and compute taxable interest. Interest on War Finance Corporation bonds is exempt from all normal income tax and is exempt from surtax only with respect to a principal not exceeding $5,000. This exemption is in addition to the exemptions above referred to.

K (c). OTHER INCOME FROM PARTNERSHIPS, PERSONAL SERVICE CORPORATIONS, AND FIDUCIARIES.

Report here all other income received from partnerships, personal service corporations, and fiduciaries, including interest on tax-free covenant bonds received through partnerships and personal service corporations only, which should be entered in Item 14(*b*), column 7, page 1.

L. PARTS OF INCOME SUBJECT TO RATES FOR DIFFERENT YEARS.

In determining the income, any deductions, exemptions, or credits of a kind not plainly and properly chargeable against the income taxable at the rates for a preceding year shall first be applied against the income subject to rates for the most recent calendar year; but any balance thereof shall be applied against the income subject to the rates of the next preceding year or years until fully allowed.

Page 2 of Work Sheet

WORK SHEET OF INDIVIDUAL RETURN OF TAXABLE INCOME

A. INCOME FROM BUSINESS OR PROFESSION.

1. Kind of business: Motion Picture Producer — 2. Business address: Oriente Point, Mamaroneck, New York

3. Total sales and income from business or professional services ..... $ 1227155 86

COST OF GOODS SOLD:		
4. Labor	$ 39810	25
5. Material and supplies		
6. Merchandise bought for sale		
7. Other costs (submit schedule of principal items at foot of page or on separate sheet)	27124	24
8. Plus inventories at beginning of year (see instructions, Schedule A, page 2)		
9. TOTAL	$ 916934	49
10. Less inventories at end of year		
11. NET COST OF GOODS SOLD	$ 916934	49

Did you claim an inventory loss for 1918? .....

Is obsolescence claimed in deduction in Item 16? .....

OTHER BUSINESS DEDUCTIONS:			
12. Salaries and wages not reported as "Labor" under "Cost of goods sold"	$ 11875	00	
13. Rent on business property in which taxpayer has no equity			
14. Interest on business indebtedness to others			
15. Taxes on business and business property			
16. Repairs, wear and tear, obsolescence, depletion, and property losses (explain in table below)	48314	28	
17. Amortization of war facilities			
18. Bad debts arising from sales or professional services	10878	43	
19. Other expenses (submit schedule of principal items at foot of page or on separate sheet)	44195	61	
20. TOTAL (Items 12 to 19, inclusive)	$ 115263	32	
21. NET COST, PLUS TOTAL DEDUCTIONS (Item 11 plus Item 20)			$ 1032197 81
22. NET INCOME FROM BUSINESS OR PROFESSION (Item 3 minus Item 21)			$ 194958 19

B. INCOME FROM SALARIES, WAGES, COMMISSIONS, BONUSES, DIRECTOR'S FEES AND PENSIONS.

1. BY WHOM RECEIVED. (Give name.)	2. OCCUPATION.	3. NAME AND ADDRESS OF EMPLOYER.	4. AMOUNT RECEIVED.	
D. W. Griffith.	Producer.	Epoch Producing Corp.	$ 3800	00

Salary to self and dependent minor children included in any deduction in Schedule A .....

TOTAL INCOME FROM SALARIES, ETC. ..... $ 3800 00

C. INCOME FROM PARTNERSHIPS, PERSONAL SERVICE CORPORATIONS AND FIDUCIARIES (From Item 14 (a) Column 7, Page 1.) ..... $

D. PROFIT FROM SALE OF LAND, BUILDINGS, STOCKS, BONDS AND OTHER PROPERTY, AND FROM LIQUIDATING DIVIDENDS.

1. KIND OF PROPERTY.	2. NAME AND ADDRESS OF PURCHASER OR BROKER.	3. SALE PRICE OR LIQUIDATING DIVIDENDS.	4. DATE ACQUIRED.	5. COST OR MARKET VALUE MARCH 1, 1913, IF ACQUIRED PRIOR THERETO.	6. COST OF SUBSEQUENT IMPROVEMENTS, IF ANY.	7. DEPRECIATION SUBSEQUENTLY SUSTAINED.
NET PROFIT FROM SALES (total of columns 3 and 7 minus total of columns 5 and 6)						

E. INCOME FROM RENTS AND ROYALTIES.

1. KIND OF PROPERTY.	2. NAME AND ADDRESS OF TENANT, LESSEE, etc.	3. AMOUNT. (Cash or equivalent.)	4. REPAIRS, WEAR AND TEAR, OBSOLESCENSE, DEPLETION AND PROPERTY LOSSES.	5. INTEREST.	6. TAXES.	7. OTHER EXPENSES (EXPLAIN BELOW).
Hearts of the World	Famous Players Lasky Corp New York	115241 79				
NET INCOME FROM RENTS AND ROYALTIES (total of column 3 minus total of columns 4, 5, 6 and 7)						

NET INCOME FROM RENTS AND ROYALTIES (total of column 3 minus total of columns 4, 5, 6 and 7)	$ 115241 79

F. INTEREST ON CORPORATION BONDS CONTAINING TAX-FREE COVENANT, ON WHICH A TAX OF 2% WAS PAID BY DEBTOR CORPORATION.

Received directly, $ .....; received through fiduciaries (Item 14 (a) column 5), $ ..... TOTAL $

G. OTHER INCOME (not including dividends, or interest on obligations of the United States).

	AMOUNT RECEIVED.	
1. Interest on bonds, mortgages, and other obligations of domestic and resident corporations except as reported in Item F	$	
2. Interest on bonds of foreign countries and corporations, and dividends on stock of foreign corporations which are not taxable by the United States upon any portion of their net incomes		
3. Interest on bank deposits, mortgages, etc.	493	92
4. Amount paid for you by debtor corporation on tax-free covenant bonds		
5.		
TOTAL		

TOTAL	$ 493 92

H. TOTAL NET INCOME FROM ABOVE SOURCES ..... $ 314493 76

I. GENERAL DEDUCTIONS NOT INCLUDED ABOVE. (Extend total deductions to last column.)

1. Interest paid	$ 120	00	3. Losses by fire, storm, etc. (explain in table below)	$		5. Bad debts and other deductions,	$ 8673 68
2. Taxes paid	171	22	4. Contributions (list names and amounts below)			6. Amounts paid to beneficiaries, etc.	

	$ 8964 90

J. Total net income on which normal tax is to be calculated at 1919 rates (H minus I) enter as 22, page 1 (unless minus quantity) ..... $ 305528 86

K(a). Dividends, cash or stock, from earnings of corporations taxable by the United States upon any portion of their net incomes including dividends on stock of personal service corporations declared out of profits earned prior to January 1, 1918):

1. Received directly, including Item 12 (a), column 2 ..... $ .....
2. Received through partnerships, personal service corporations, and fiduciaries. (Item 12 (b), column 2, plus Item 14 (a), columns 3 and 4) ..... $ ..... TOTAL .....

K(b). Taxable interest on bonds and other obligations of the United States issued after September 1, 1917, and War Finance Corporation Bonds:

Received directly, $ 680.00; received through partnerships, personal service corporations and fiduciaries ..... $ ..... TOTAL 680 00

K(c). Other income from partnerships, personal service corporations and fiduciaries. (Item 14 (b), column 7) .....

L. Total net income subject to surtax at 1918-19 rates. (If Item J shows a minus quantity, deduct amount from total of K (a), K (b) and K (c) before entering on this line. (If this amount shows a minus quantity, see instructions L, page 2) ..... $ 304208 86

ENTER IN THIS TABLE DETAILS CONCERNING REPAIRS, WEAR AND TEAR, PROPERTY LOSSES, ETC., CLAIMED AS DEDUCTIONS IN SCHEDULES A, E AND I ABOVE.

1 REFER TO "A," "E" OR "I."	2 KIND OF PROPERTY (IF BUILDINGS, STATE ALSO MATERIAL OF WHICH CONSTRUCTED).	3. DATE ACQUIRED.	4. COST OR MARKET VALUE MARCH 1, 1913, IF ACQUIRED PRIOR THERETO.	5. REPAIRS (NOT OFFSET BY CLAIMS FOR WEAR AND TEAR AND LOSSES).	WEAR AND TEAR, OBSOLESCENCE AND DEPLETION CHARGED OFF. 6. RATE.	7. AMOUNT PREVIOUS YEARS.	8. AMOUNT THIS YEAR.	9. LOSSES NOT COMPENSATED FOR BY INSURANCE OR OTHERWISE. CAUSE AND HOW AMOUNT WAS ARRIVED AT.
	Depreciation on Studio - Los Angeles.	1917 1918	$ 52440 25	$	33 1/3	$ 17480 08	$	
	Studio abandoned - Los Angeles.						30564 28	
	Power Plant - Contract Form						17750 00	

EXPLANATION OF DEDUCTIONS claimed in Schedule A, lines 7 and 19; Schedule E, column 7; and Schedule I, Items 4, 5 and 6. (Attach separate sheet, if necessary)

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file 31 120

GENERAL INSTRUCTIONS—INDIVIDUAL RETURN

I. PERSONS REQUIRED TO MAKE A RETURN OF INCOME.

1. Return of net income must be filed by every citizen of the United States whether residing at home or abroad, and every person residing in the United States, though not a citizen thereof, whose net income for the taxable year 1919 amounted to—

(*a*) $1,000 if single or if married and not living with wife (or husband).

(*b*) $2,000 if married and living with wife (or husband).

2. Under any of these circumstances a return must be made even though the amount of net income is not sufficient to incur tax liability. Note especially credits for personal exemption and dependents under Instruction VI on this page.

3. If the combined income of husband, wife and dependent minor children equaled or exceeded $2,000, all such income must be reported either on a joint return or on separate returns of husband and wife. If single and the income, including that of dependent minors, if any, equaled or exceeded $1,000, one return must be filed. However a minor having a net income of $1,000 or $2,000, according to the marital status, must file a return, as such person is not considered a dependent.

4. In the case of husband and wife whose combined net income exceeds $5,000, separate returns must be made on Form 1040, showing the respective amounts of income.

5. Income of a minor or incompetent, if derived from a separate estate under control of a guardian, trustee or other fiduciary, must be reported by his guardian or other legal representative.

II. PERIOD TO BE COVERED BY RETURN.

1. You were required to file your return for 1918 on the basis of your annual accounting period. Having established an accounting period for 1918 this period must be adhered to in 1919, unless permission was received from the Commissioner to make a change. A person having no fiscal year must file a return on the basis of a calendar year.

2. The dates on which the period covered by the return begins and ends, if other than a calendar year, must be plainly stated at the head of the return, and answers to questions 5, 6 and 7 must be given accordingly.

III. ACCRUED OR RECEIVED INCOME.

1. If you keep books showing income accrued and expenses incurred during the year, make your return from your books, but do not fail to include all your income, even if it is not entered in your books.

2. If you do not keep books showing income accrued and expenses incurred, report income received and expenses paid.

3. If you report income accrued, you must include all income that accrued in the taxable year even though not actually received.

4. If you report income received, you must include all income constructively received, such as bank interest credited to your account.

IV. ITEMS EXEMPT FROM TAX.

The following items are exempt from Federal income tax. However, nontaxable income of the classes described in paragraphs 1, 3, 4, 5 and 6 below should be reported in Item 11, page 1 of the return.

1. Pay not exceeding $3,500, for active services in the military or naval forces of the United States received during the taxable year prior to the termination of the present war as fixed by proclamation of the President.

2. Gifts (not made as a consideration for service rendered) and money and property acquired under a will or by inheritance (but the income derived from money or property received by gift, will or inheritance is taxable, and must be reported).

3. Interest on bonds and other obligations of the United States issued before September 1, 1917, and on such bonds and other obligations issued since that date, to the extent provided by the acts authorizing the issue thereof. See Item 13, page 1 of return, and instructions, page 2, under K(b).

4. Interest on bonds and other obligations of United States possessions (Philippines, Porto Rico, etc.).

5. Interest on bonds and other obligations of States, Territories, political subdivisions thereof (such as cities, counties and townships), and the District of Columbia.

6. Interest on Federal Farm Loan bonds.

7. Dividends upon stock of Federal Reserve Banks. However, dividends paid by member banks are treated as dividends of ordinary corporations.

8. Interest on bonds issued by the War Finance Corporation, only if and to the extent provided in the acts authorizing the issue thereof.

9. Proceeds of life insurance policies paid upon the death of the insured to individual beneficiaries or the estate of the insured.

10. Amounts received by the insured under life insurance, endowment, and annuity contracts, provided such payments do not exceed the premiums paid in. The amount by which the total payments that have been received exceed the total premiums paid in is income, and must be reported in Schedule G.

11. Amounts received from accident and health insurance and under workmen's compensation acts plus the amount of any damages received by suit or agreement on account of injuries or sickness.

12. Compensation paid by a State or political subdivision thereof to its officers or employees.

V. FARMER'S INCOME SCHEDULE.

If you are a farmer or a farm owner renting your farm out on shares, obtain from the collector and fill out Form 1040F "Schedule of Farm Income and Expenses," and attach it to this return. Transfer the net farm income to line 22 of Schedule A of the return. Report income from salaries, rents, interest, sales of property, etc., in Schedules B to G of the return.

VI. CREDITS FOR PERSONAL EXEMPTION AND DEPENDENTS.

1. If you were married and living with your wife (or husband) or were head of a family on the last day of your taxable period, you may subtract from your net income, before calculating your normal tax, an exemption of $2,000 plus $200 for each person under 18 (or mentally or physically defective) who was receiving his chief support from you on that date. If husband and wife make separate returns, this exemption may be claimed by either (but not by both) or may be divided between them.

2. If you were not married or did not live with wife (or husband) and were not head of a family on the last day of your taxable period, you are entitled to a personal exemption of $1,000 plus $200 for each dependent person under 18 (or mentally or physically defective) who was receiving his chief support from you on that date.

3. If by reason of a change in your accounting period you make a return for a part of a year, your personal exemption shall be as many twelfths of the amount that would be allowed for a full year as there are months in the period covered by the return.

4. The personal exemption must be reported on line 23, page 1 of the return, and must be supported by answers to questions 5, 6 and 7.

5. A "head of family" is a person who is the chief support of one or more persons living in his (or her) household, who are closely related to him (or her) by blood, marriage or adoption. (As to credit for taxes claimed in Item 41, see Articles 381–384, Resolutions 45.)

VII. AFFIDAVIT.

1. The affidavit must be executed by the person whose income is reported unless he is a minor or incompetent, or unless he is ill, absent from the country, or otherwise incapacitated, in which case the legal representative or agent may execute the affidavit. However, a minor making his own return may execute the affidavit.

2. The oath will be administered without charge by any collector, deputy collector or internal-revenue agent, or (if you are in the military or naval service of the United States) by any military or naval officer who is authorized to administer oaths for purposes of military or naval justice and administration. If an internal-revenue officer is not available the return should be sworn to before a notary public, justice of the peace, or other person authorized to administer oaths.

VIII. WHEN AND WHERE THE RETURN MUST BE FILED.

1. If the return is for the calendar year 1919, file it with the collector of internal revenue for the district in which you live or have your principal place of business, on or before March 15, 1920. If for a period other than a calendar year, the return should be filed on or before the 15th day of the third month following the close of such period.

2. In case the taxpayer has no legal residence or place of business in the United States, the return should be forwarded to the Collector of Internal Revenue, Baltimore, Md.

3. If the address of the collector is not printed on the return and you do not know it, ask at the post office or bank.

IX. WHEN AND TO WHOM THE TAX MUST BE PAID.

1. The tax should be paid, if possible, by sending or bringing with the return a check or money order drawn to the order of "Collector of Internal Revenue at [insert name of city and State]."

2. Do not send cash through the mail, nor pay it in person, except at the office of the collector or a regularly established internal revenue stamp office.

3. The tax may be paid in four equal installments as follows:

The first installment shall be paid at the time fixed by law for filing the return, and the second installment shall be paid on the 15th day of the third month, the third installment on the 15th day of the sixth month, and the fourth installment on the 15th day of the ninth month, after the time fixed by law for filing the return.

4. The total tax may be paid at the time of filing the return, or if not so paid, one installment may be paid and the balance may be paid in installments, or in full, on or prior to any subsequent installment date referred to above. Failure to pay any installment on the date fixed by law makes the taxpayer liable for the payment of the balance of tax due upon notice and demand by the Collector.

X. PENALTIES.

For Making False or Fraudulent Return.

Not exceeding $10,000 or not exceeding one year's imprisonment, or both, in the discretion of the court, and, in addition, 50 per cent of the tax evaded.

For Failing to Make Return on Time.

Not more than $1,000, and, in addition, 25 per cent of the amount of tax due.

For Failing to Pay Tax when Due, or Understatement of Tax Through Negligence.

Five per cent of the tax due but unpaid, plus interest at the rate of 1 per cent per month during the period in which it remains unpaid.

NET LOSSES.—If for any taxable year beginning after October 31, 1918, and ending prior to January 1, 1920, it appears upon the production of evidence satisfactory to the Commissioner that any taxpayer has sustained a net loss, the amount of such net loss shall under regulations prescribed by the Commissioner with the approval of the Secretary be deducted from the net income of the taxpayer for the preceding taxable year; and the taxes imposed by this title and by Title III for such preceding taxable year shall be redetermined accordingly. Any amount found to be due to the taxpayer upon the basis of such redetermination shall be credited or refunded to the taxpayer in accordance with the provisions of section 252. If such net loss is in excess of the net income for such preceding taxable year, the amount of such excess shall under regulations prescribed by the Commissioner with the approval of the Secretary be allowed as a deduction in computing the net income for the succeeding taxable year. (See Articles 1601–1603, Regulations 45.)

TABLES AND INSTRUCTIONS FOR CALCULATION OF SURTAX

SURTAX RATES FOR 1918-19.

Amount net income.	Rate.	Total surtax on each amount.	Amount of net income.	Rate.	Total surtax on each amount.
A	B	C	A	B	C
$5,000			$60,000	28%	$8,110
6,000	1%	$10	62,000	29%	8,690
8,000	2%	50	64,000	30%	9,290
10,000	3%	110	66,000	31%	9,910
12,000	4%	190	68,000	32%	10,550
14,000	5%	290	70,000	33%	11,210
16,000	6%	410	72,000	34%	11,890
18,000	7%	550	74,000	35%	12,590
20,000	8%	710	76,000	36%	13,310
22,000	9%	890	78,000	37%	14,050
24,000	10%	1,090	80,000	38%	14,810
26,000	11%	1,310	82,000	39%	15,590
28,000	12%	1,550	84,000	40%	16,390
30,000	13%	1,810	86,000	41%	17,210
32,000	14%	2,090	88,000	42%	18,050
34,000	15%	2,390	90,000	43%	18,910
36,000	16%	2,710	92,000	44%	19,790
38,000	17%	3,050	94,000	45%	20,690
40,000	18%	3,410	96,000	46%	21,610
42,000	19%	3,790	98,000	47%	22,550
44,000	20%	4,190	100,000	48%	23,510
46,000	21%	4,610	150,000	52%	49,510
48,000	22%	5,050	200,000	56%	77,510
50,000	23%	5,510	300,000	60%	137,510
52,000	24%	5,990	500,000	63%	263,510
54,000	25%	6,490	1,000,000	64%	583,510
56,000	26%	7,010	1,000,000+	65%	
58,000	27%	7,550			

SURTAX RATES FOR 1917.

Amount of net income.	Rate.	Amount of surtax at each rate.
A	B	C
$5,000		
7,500	1%	$25
10,000	2%	50
12,500	3%	75
15,000	4%	100
20,000	5%	250
40,000	8%	1,600
60,000	12%	2,400
80,000	17%	3,400
100,000	22%	4,400
150,000	27%	13,500
200,000	31%	15,500
250,000	37%	18,500
300,000	42%	21,000
500,000	46%	92,000
750,000	50%	125,000
1,000,000	55%	137,500
1,500,000	61%	305,000
2,000,000	62%	310,000
2,000,000+	63%	

SURTAX RATES FOR 1916.

Amount of net income.	Rate.	Amount of surtax at each rate.
A	B	C
$20,000		
40,000	1%	$200
60,000	2%	400
80,000	3%	600
100,000	4%	800
150,000	5%	2,500
200,000	6%	3,000
250,000	7%	3,500
300,000	8%	4,000
500,000	9%	18,000
1,000,000	10%	50,000
1,500,000	11%	55,000
2,000,000	12%	60,000
2,000,000+	13%	

SURTAX RATES FOR 1913-15.

$20,000		
50,000	1%	$300
75,000	2%	500
100,000	3%	750
250,000	4%	6,000
500,000	5%	12,500
500,000+	6%	

CALCULATION OF SURTAX AT 1918-19 RATES.

To compute the amount of surtax on any amount of net income in excess of $5,000—

First: Find in column A the largest sum which is less than the amount of the total net income subject to surtax at 1918-19 rates (Item L, page 2, or Item 15, page 1 of the return).

Second: Find in column C the corresponding amount of total surtax.

Third: To the amount of surtax found as above add an amount computed as follows: Subtract from the net income the sum found in column A and multiply the remainder by the rate shown on the next line below in column B.

The sum of these two amounts is the total surtax due.

In the case of a bona fide sale of mines, oil or gas wells, the surtax on the profit shall not exceed 20% of the selling price as provided in Articles 13, and 219–221 of Regulations 45.

1. ITEM.	2. Example: Net Income $13,800	3. Computation of surtax on Item 15, page 1 of the return.
1. Largest sum in column A which is less than the amount of the total net income	$12,000.00	$
2. Total surtax thereon shown in column C	190.00	$
3. Remainder of net income after subtracting Item 1, above	1,800.00	$
4. Surtax on this remainder at rate shown in column B on line below that from which Item 1 was taken	90.00	$
5. Total surtax due (sum of Items 2 and 4)	280.00	$

Item 5, column 3, should be entered as Item 37, page 1 of the return.

CALCULATION OF SURTAX AT PRIOR-YEAR RATES.

To calculate surtax at 1917 rates—

First: Enter on the first line of column 1, below, the amount of Item 15, page 1 of the return.

Second: Enter in column 2 either (*a*) the next larger amount shown in column A of the 1917 surtax table, or (*b*) the amount of Item 17, page 1 of the return, if less than such amount.

Third: Enter in column 3 the difference between the amounts entered in columns 1 and 2.

Fourth: Enter in column 4 the rate of tax shown in column B of the surtax table on the same line as the amount referred to in (*a*) of the second step.

Fifth: Enter in column 5 the product of figures in columns 3 and 4.

If the amount of Item 17 is greater than the amount in column A of the 1917 surtax table referred to in (*a*) of the second step, proceed as follows:

Sixth: Enter on the second line of column 1 the largest amount in column A of the surtax table which is smaller than Item 17

Seventh. Enter in column 2 the amount of Item 17.

Eighth: Enter in column 3 the difference between the amounts entered in columns 1 and 2.

Ninth: Enter in column 4 the rate shown in column B of the surtax table on the line below that on which is shown the amount entered on the second line of column 1.

Tenth: Enter in column 5 the product of the figures in columns 3 and 4.

Eleventh: Enter on line 3, column 5, the sum of the amounts shown in column C of the surtax table opposite the percentages (if any) shown in column B between the percentages that were entered on lines 1 and 2 of column 4.

	1.	2.	3.	4. (Per cent.)	5.
1.	$	$	$		$
2.					
3.					
4.					
5.					
6.					
Total					$

The total of column 5 should be entered as Item 38, page 1 of the return.

NOTE.—If you received stock dividends taxable at 1916 or at 1913–15 rates, calculate the tax in the same manner described for 1917 rates, using the appropriate surtax tables and the amounts of Items 17 and 19 for 1916 and 19 and 21 for 1913–15.

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

April 1st 1920.

D.W.G. CORPORATION

to

ALBERT H.T. BANZHAF, DR.

- -

To professional services for month of March, 1920 - - $150.

Received Payment
APR 1 19

Albert H.T. Banzhaf,

The First National Bank

OF MAMARONECK, N. Y.

IN ACCOUNT WITH

Studio Restaurant

Mamaroneck N.Y.

DEPOSITS OF

Studio Restaurant

1920		CREDITS
Apr	✓	1000
14	✓	46835
19	✓	77595
27	✓	11995
26	✓	62910
May 5	✓	74024
7	✓	16705
13	✓	55109
14	✓	800
17	✓	43449
21	✓	26295
25	✓	20350
28	✓	65445
June 1	✓	53695
7	✓	91510

In The First National Bank of Mamaroneck

MAMARONECK, N. Y.

		CREDITS
Jan 9	✓	72495
15		79590
18		40350
23		57075
25		35660
29		78462
July 3		63810
9		43923
15		44540
17		39020
20		20325
21		19495
23		32345
26		180
26		10621

July	27	15096
	28	15495
	30	42791
Aug	2	24780
	4	26585
	6	21260
	9	87415
	12	36050
	17	45530
	19	24755
	20	25980
	21	11660
	24	29005
	27	38185
	31	32885
Sept	3	32630
	7	12110
	9	12840

Sept 13	105232
22	36095
27	18570
Oct 1	10394
5	59120
16	22745
21	30670
27	16005
28	1500
Nov 8	47830
29	82065
Dec 11	65655
17	146275
23	28305
30	32195
1/6/71	47300
15	62660
Jan 19/72	99178

Jan 28	37790
29	11220
Feb 5	28910
8	9634
17	6065
25	70545
28	26185
Mar 2	56158
4	11990
9	20035
12	11850
14	16110
17	16875
22	22235
24	11530
24	100
28	10770
31	21813

April 5	262
6	3840
9	4933
13	1896
19	2245
22	9120
26	1295
30	88
30	6965
May 3	8795
7	6821
14	3070
14	176
20	5230
23	5360
23	5000
27	11435
28	500

June	1/21	9485
	7	34280
	9	100819
	15	42810
	22	36780
July	11	65475
July	30	53930
July	21	64825
	30	108344
Aug	17	91340
	17	77660
	24	46280
	31	53520
Sept	9	63725
	13	78668
Oct	1	102890
"	14	54650
	29	94340

Nov	4		341.10
	17		514.70
	23		832.95
Dec	6		515
	14		310.45
	17		345
	23		200.25
	24		200
	31		200
Jan	7/72		579.35
	14		152.25
	28		370.10
Feb	4		90.85
	21		50
	20		319.80
Mch	1		248.20
	4		200
Apr	1		300

apl	15	Ho	150
	25	Ho	150
	29	Ho	150
May	3	Ho	300
	29	O	81210
June	19	D	48760
	24	D	1000
	24	D	74455
July	14	D	74515
Aug	1	D	74135
	11	D	560
	14	D	19974
	29	D	28046
	29	D	41840
Sept	18	H	77615
	29	D	20785
Oct	6	O	29305.
	9	O	385—

Ref. ded Cr. pat

$1,105 44.00

Nov.	4		59875
	24	00	21955
Dec	4	00	18155
	14	00	12090
	23	00	1000
Jan	6/23	00	47510
	13	00	29735
	31	00	66060
	24		100.00
	19		24420
May	7	00	29900
May	7	00	46610
	21	00	54435
	31	00	29085
June	8	00	11875
	16	00	500
	16	00	8925
July	12	00	100

July	23	H		25	90
"	23	H		11	80
	25	10		500	
Aug	3				90

10 Dimes
20 Quarters

No. 1248

Agreement for Electric Current

AGREEMENT, made this 1st day of April in the year one thousand nine hundred and twenty, between D. W. GRIFFITH, STUDIO

(hereinafter called the "Consumer") party of the first part, and WESTCHESTER LIGHTING COMPANY, a corporation organized and existing under and by virtue of the Laws of the State of New York, having its General Offices located at First Street and First Avenue, in the City of Mount Vernon, Westchester County, New York, (hereinafter called the "Company"), party of the second part.

WITNESSETH:

In consideration of the premises and the covenants herein contained, and of the sum of One Dollar ($1.00) by each party to the other in hand paid, the receipt whereof is hereby acknowledged, the parties hereto hereby agree as follows:

The Company agrees to furnish and maintain its poles, wires and other fixtures and apparatus, and to furnish its service to the Consumer's premises at Orienta Point, Mamaroneck, N. Y.

The Company agrees to furnish and the Consumer agrees to take and pay for electric current of approximately 60 cycles 2200 volts, 2 phase, for power and lighting purposes up to approximately 800 Horse Power for a period of five (5) years from the date service is commenced.

The electric current furnished to the Consumer under this agreement shall be measured and determined by an integrating watt meter or meters to be furnished by by the Company and installed on the 2200 volt lines, and to be located in a building on the Consumer's premises above set forth, under the supervision and subject to the approval of the Engineer of the Electrical Department of the Company.

The Consumer agrees to furnish and maintain at its own cost and expense, the necessary transformers for increasing and reducing the voltage specified in paragraph two hereunder, to any other voltage it may require.

The total monthly charge shall consist of the sum of two items described as follows:

Item No. 1 shall consist of a READINESS-TO-SERVE-CHARGE, based upon the Consumer's "maximum demand," (expressed in kilowatts and determined as hereinafter provided), during the highest five minute period within the term covered by the first monthly bill, which "maximum demand" shall (unless exceeded) be the basis for the Readiness-to-serve-charge for the said term and the eleven (11) consecutive months thereafter.

In the event of the extension of this contract, or a new contract being entered into between the parties hereto, no re-rating of this established "maximum demand" charge shall be made, but the said established "maximum demand" charge shall carry forward, (unless exceeded) until such "maximum demand" charge shall have been paid for twelve consecutive months, as provided for hereinafter.

When a "maximum demand" shall have been in effect for twelve (12) consecutive months, it shall thereafter cease to be the basis of the Readiness-to-serve-charge and the succeeding month's bill for the said charge shall be based upon the new "maximum demand" during the highest five minute period in that month, such demand being the basis of the Readiness-to-serve-charge for the said month and (unless exceeded) for the eleven (11) consecutive months thereafter.

No "maximum demand" rating shall obligate the consumer to pay for such demand for more than twelve (12) consecutive months.

This maximum demand shall be recorded by a standard instrument to be furnished by the Company or to be determined by such other method as the Company shall elect, and the charge will be as follows:

READINESS TO SERVE CHARGE.

On a demand of 0 to 50 kilowatts $125.00 per month, which shall be a MINIMUM CHARGE.

On a demand of 50 kilowatts to 100 kilowatts $30.00 per year for each kilowatt of registered demand.

On a demand of 100 kilowatts, or more, $25.00 per year for each kilowatt of registered demand.

Item No. 2 shall consist of a fixed charge of 1½c per kilowatt hour of electrical energy measured at Consumer's premises, determined by an integrating watt meter or meters to be furnished by the Company and installed on the 2200 volt lines.

It is understood that neither of the above named charges shall include the installation or renewal of incandescent lamps or their care.

The consumer agrees to reimburse the Company for any and all cost of repairs or replacements of material, meters, apparatus,etc., owned by the Company, on premises of Consumer, that may become necessary through overload, accident or otherwise, except such damage as may be done by the elements.

The Company shall exercise due diligence in providing a sufficient, regular and uninterrupted supply of the current required by the Consumer, but in case the supply shall be insufficient, interrupted, irregular or defective by reason of accident or other exceptional causes, or by reason of interference of State or Local Authorities, the Company shall not be liable therefor.

The Consumer agrees that all poles, wire and other fixtures and apparatus furnished by the Company hereunder, are to be and remain the property of the Company, which, through its employees, servants or agents shall have the right at all times to enter upon the premises of the Consumer for the purpose of making any necessary repairs, renewals or tests. It is also agreed by the Consumer that the Company through its representatives shall at all times have free access to the meter or meters installed hereunder.

The Consumer agrees that the electric current furnished under this contract by the Comany is for the individual power and lighting purposes of the Consumer's plant alone, and that none of the current furnished hereunder shall be sold or otherwise disposed of directly or indirectly by the Consumer, to any other person, firm or corporation whatsoever.

The Company reserves the right to discontinue furnishing electric current hereunder without notice to the Consumer, and to rescind this contract in case of any violation of the terms and conditions set forth in paragraph next above.

It is also agreed between the parties hereto that this agreement shall remain in full force and effect after the expiration of the said five(5)years until terminated by 60 days notice in writing from either party to the other.

It is understood and agreed that this contract shall bind the successors and assigns of all parties hereto.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their respective officers and their corporate seals to be affixed hereto, the day and year first above written.

D. W. GRIFFITH, STUDIO

ATTEST M. O. Fisher

BY Albert H. Banghart atty

Consumer

WESTCHESTER LIGHTING CO.,

ATTEST E. J. Bellows

BY D. M. Sweeney V. P.

(Seal)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH, STUDIO.

Orienta Point, Mamaroneck,
N. Y.

and

WESTCHESTER LIGHTING COMPANY

Agreement

Dated *19*

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

740 A.M. 3. 1920

6 NY BY CK 8 2 NL

Los Angeles Calif 2, 1920

D. W. Griffith, Studio.

Following cable received today from Beaverbrook quote I have bought into English picture theatres rather heavily and have also purchased control of pathe distributing company including news service stop Although taking no part in management or control I am deeply interested and would like to have some cooperation with you stop Pathe have started one thousand pounds prize competition to discover british girl with gish face stop will you cable five hundred words from Lillian Gish giving advice for publication daily express

E. C. Bidwell

April 2, 1920

Straight telegram to

Warren Mason,

London Express,

313 World Building,

New York, N.Y.

Exhibitors generally report audiences express boredom when action portraying war appears on screen. For myself it is a matter on which I cannot give an authoritative answer but we must admit there is much in life other than war, and if the mirror is held up to show humor, beauty, truth in their varying features we believe the audience will give kindly response. It is inviting for an author to consider audiences at fault in not responding but ~~xxxx~~ I have found that when my audiences do not agree on a scene which I consider very good ~~xxhavexfoundxxx~~ a more critical review generally proves that I am to blame rather than they. stop. I do not know the attitude of British audiences regarding war themes, so can make no comment.

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

1920 APR 4 PM 2 31

1450 BROADWAY, N.Y.

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WHITERIVER JCT VT 1145A 4

D W GRIFFITH

1091

CLAREDGE HOTEL 44 AND BROADWAY NEWYORK NY

LEAVING WHITERIVERJCT SIX OCLOCK MONDAY NIGHT STOP MANNING WATCHED RIVER FOR SIXTY MILES NO MORE ICE STOP WIRE SMITH ABOUT DOUBLES HE CAN RETAKE DOUBLE WITH ICE WE HAVE TRIED TO BANK

CLIFTON.

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

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1920 APR 3 PM 10 47

1450 BROADWAY, N.Y.

1920 APR 3 PM 9 37

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810B 55 NL

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D W GRIFFITH 509

CLARIDGE HOTEL 44 ST ND EDWAY NEWYORK NY

MR CLIFTON PROVED HIMSELF A HERO TODAY ALLEN LAW WENT YELLOW CLIFTON DOUBLED FOR LAW ON THE MOVING ICE IN THE MIDDLE OF THE CONNECTICUT RIVER AND WAS RESCUED BY BEING RAISED TO A BRIDGE BY ROPES HOPE CLIFTONS WORK SHOWS ON SCREEN STOP KNEW CLIFTON WOULD SAY NOTHING HIMSELF SO AM SENDING THIS WIRE

LEIGH SMITH.

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

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WESTERN UNION TELEGRAM

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Day Message	
Day Letter	Blue
Night Message	Nite
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RECEIVED AT

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WHITERIVERJUNCTION VERMONT 123

D W GRIFFITH

763

CLARIDGE HOTEL 44 ST AND BWAY NEWYORK NY

ICE WENT OUT OF CONNECTICUT FOR FIVE HOURS WORKED LIKE BEAVERS AND THINK WE ACCOMPLISHED EVERYTHING POSSIBLE SENT OVER ALL OUR DUMMIES AND TOOK TWO THOUSAND FEET OF NEGATIVE FOR DOUBLES STOP AM SENDING IN LAW OTHERS WILL FOLLOW SOON STOP WILL WORK TOMORROW IF ICE CONTINUES HAVE HOUSE READY TO SEND DOWN RIVER ALSO HOPE TO GET GIRL IN JAM STOP PLEASE SEE DOUBLE AT EARLIEST POSSIBLE TIME MONDAY AND WIRE ME THIS IS IMPORTANT AS I WILL RETAKE IF POSSIBLE STOP SUTCH WIRES NO ICE WILL LET HIM KEEP CAMERAMAN UNTIL I CAN SEND HIM ANOTHER REGARDS

CLIFTON.

CLASS OF SERVICE | SYMBOL

WESTERN UNION

CLASS OF SERVICE | SYMBOL

(COPY)

U.A.

HOLLYWOOD APRIL 4th 1920.

DENNIS O'BRIEN.

Hippel and Dubber sent following night letter to General Counsel; dated April 2nd. Stop Newspapers stated this morning that you had resigned as general counsel for United Artists STOP We wish to express our regret but know you are a very busy man and feel under the circumstances that your retainer fee is a great drag on us. STOP We do hope that you will at all times keep in touch with our activities and I am sure with your interest in our concern that you will have its welfare at heart and retain the same personal regard for us that we do for you. We have wired O'Brien suggesting present directors be re-elected and also have suggested Abrams to be put on Board and that his election as President without salary would be acceptable to us and the balance officers such as directors desire. Best wishes always. STOP Dubber received following night letter from general counsel dated April 2nd. Am annoyed by publication of rumors concerning severing our relations with United Artists. Cannot understand it unless eminated from Abrams as are in line with similar rumors published in Los Angeles while he was there last January, and for which I am told confidentially he was responsible. My present purpose is to make no comment on statement concerning these rumors. It is of course my desire to effect a severance agreeable to all concerns. I am unwilling to believe that you and your associates are responsible in any way for these rumors STOP This morning Hippel and Dubber received following joint wire. Your telegram crossed mine last night. As a stockholder I cannot consent to election of Abrams as President and I shall be obliged to prevent proposed change in contract with him as it would be injurious to the United Artists stockholders. Price cannot be induced to stay with Corporation in any circumstances.- I reciprocate from the impression of your telegram Regards

Jack

(John Fairbanks)

Mamaroneck N. Y.

April 6, 1920

LONDON DAILY EXPRESS

LONDON ENGLAND.

Have Five hundred sixty four word article by Lillian Gish ready to cable if you will prepay and cable request direct to us.

~~D. W.~~ GRIFFITH STUDIO

MAMARONECK N. Y.

CHG. D. W. GRIFFITH STUDIO ACCT.

Mamaroneck N. Y.

April 6, 1920

Cablegram to

Lord Beaverbrook

London England.

Much interested in plan. Am sending letter concerning conditions in this country. Advise you await this letter before making any affiliations as owing to recent revolution directors and stars dont believe any big film companies here have anything to offer you. Regards.

D. W. Griffith

ELMER NAN

ALBERT H.T. BANZHAF,
Attorney -at - Law,
#2 Rector Street,
Boro of Manhattan,
City of New York.

Gentlemen:

As you are aware I am at the present time engaged in producing moving pictures for distribution throughout the civilized world. In order to enlarge my operations, I feel that it is desirable at this time to incorporate my business and obtain additional capital by selling to the public certain shares of stock.

Accordingly, I propose to form a corporation, to be known as D.G.GRIFFITH INC.., organized under the laws of some suitable State, to acquire all of the assets, both tangible and intangible, belonging to the moving picture business which I am now conducting as an individual. I propose that this corporation shall have capital stock authorized and outstanding amounting to 500,000 shares, without par value, to be divided into 125,000 shares of Class "A" stock, and 375,000 shares of Class "B" stock, the rights, priorities and privileges of each of these classes of stock to be provided in the charter as follows:

1. Out of the net earnings applicable to dividends in any one year, Class "A" stock shall receive $1.50 per share before any distribution is made to Class "B" stock. After Class"A" stock has received $1.50 per share dividend in any one year, Class "B" stock shall receive $1.50 per share dividend, after which any distribution of earnings shall be applied to both classes of stock share and share alike.

2. In case of involuntary liquidation Class "A" stock shall receive an amount equal to $20. per

MUSEUM OF MODERN ART FILM LIBRARY

share before any distribution is made to Class "B" stock. After $20. per share has been paid on Class "A" stock, Class "B" stock shall receive $20. per share, after which any further distribution of assets shall be divided between both classes of stock share and share alike.

3. In the event of voluntary liquidation Class "A" stock shall receive an amount equal to $25. per share before any distribution is made to Class "B" stock. After $25. per share has been paid on Class "A" stock, Class "B" stock shall receive $25. per share, after which any further distribution of assets shall be divided between both classes of stock share and share alike.

4. No mortgage (except purchase money mortgage) can be placed upon the property of the company, nor notes issued maturing at a later date than one year, nor can any preferred stock be issued without the consent of the holders of a majority of Class "A" stock.

5. Class "A" stock shall be callable in whole but not in part at any time on ninety (90) days' notice, at $25. per share.

This may be omitted if Par. 4 is not required

In consideration of your undertaking to distribute 125,000 shares of Class "A" stock of the D.W. GRIFFITH, INC., as described above, I herewith agree to sell you said 125,000 shares of Class"A" stock at $8.50 per share, upon the following terms and conditions:

FIRST: Twenty-five thousand (25,000) shares at a price of $212,500, same to be purchased and paid for by

by you within twenty (20) days after the completion of the appraisal and audit which shall be acceptable to you as hereinafter provided. Said first payment shall be made upon the delivery to you of definitive shares, temporary certificates or receipts for final certificates as and when issued. The balance of said 125,000 shares to be purchased and paid for by you in lots of approximately 20,000 shares per month. * * * * * * ** *

In order that you may have complete information regarding my past and present business operations and the assets, both tangible and intangible, which will be taken over by the proposed corporation, I agree to furnish you, as soon as may be, with

(a) An audit to be made by Messrs. Price, Waterhouse & Company, covering my productions since& _____ toand including _____, which audit shall be satisfactory to you,

(b) An appraisal or appraisals made by some company, individual or individuals to be mutually agreed on, covering the tangible and intangible assets to be acquired by the corporation, such as equities in contracts with persons engaged in the motion picture business, equities in completed motion pictures, stock ownership, or other evidences of ownership in other corporations, partnerships, etc., royalties, ownership or rights to produce plays and scenarios and in general all tangible and intangible property which is to be acquired by

the proposed corporation, which appraisal or appraisals shall be satisfactory to you.

(c) The approving legal opinion of attorneys satisfactory to you, covering the title to all properties of whatever nature which are acquired by D.W.Griffith Inc., together with their approving opinion on the formation of such corporation, the issuance of its shares, the validity of its contracts, and all other legal details. The costs and expenses of such services of your attorneys shall be borne by you in any and/or all events.

(d) I further agree that you shall be given an opportunity to examine in detail all phases of my past operations, my present business, and my plans for the future development of D.W. GRIFFITH, INC., all of which shall be satisfactory to you.

It is my opinion, as expressed to you, that the above assets determined by the method stated in the foregoing paragraphs will amount to approximately $2,000,000. and it is upon this representation and belief that I am writing you this letter.

The proposed corporation shall have 6 Directors, and I agree to cause to be elected to this Board two representatives to be selected by you. I further agree, in consideration of my receiving from the proposed corporation a salary of $200,000 per year, to enter into a valid contract to serve it as General Directing Head for a period of ten (10) years, during which time I will agree not to otherwise enter into the production of motion pictures, except that I

may produce motion pictures in the Territory of Alaska and o own five (5) percent of a company producing moving pictures in Arizona.

It is my intention, thru the medium of this letter, to express to you in good faith my proposed plans for incorporating the business which I am conducting as an individual and to procure in this manner additional funds for its enlargement, together with my offer to sell you 125,000 shares of Class "A" stock of the proposed corporation upon the terms stipulated.

Your signature on the line marked "accepted" hereunder shall indicate your acceptance of my offer and will serve as a binding agreement between us.

Very truly yours,

Dated, N.Y.C.
April 15, 1920

D. W. F.
Sam'l. F. B.

ACCEPTED:

By_____

Dear Sirs:

In accordance with your request I submit herewith a summary of the facts in which you request information:

My experience in the production of motion pictures, the perfection of the Art and the technical development thereof dates back to 1906, during which time I have produced, personally directed and supervised the direction of upwards of two hundred pictures, including such popular and profitable plays as "The Birth of a Nation", "Hearts of the World", "Broken Blossoms", "The Great Love", "The Greatest Thing in Life", "The Girl who stayed at Home", "The Idol Dancer", the success of which is well established. The great masterpiece taken from the book "Way Down East" and to be known by that name in Motion Pictures is now in the course of completion and it is contemplated to release this picture about September 1, 1920.

Based on past experience which is well established, I would estimate that the net income from operation for a fiscal year ending September 1, 1921 would result in a net profit applicable to dividends of $1,500,000, it being pointed out that such estimate is prepared from conservative calculations and such net profits would be distributed as between Class A and Class B stock as follows:

Class A	125,000	shares	@ $1.50 per share	$187,500
Class B	375,000	"	" 1.50 " "	562,500
	Total - first distribution			$750,000

Additional dividends could be declared and paid equal to above which would in effect pay out in dividends the net profit for the year, placing the stock on the following basis:

Class A	125,000	shares	@ $3. per share	$375,000
Class B	375,000	"	" 3. " "	1,125,000
	Total:			$1,500,000

In case of involuntary liquidation Class "A" Stock shall receive an amount equal to $20.00 a share before any distribution to Class "B" stock is made and in case of voluntary liquidation Class "A" stock shall receive an amount equal to $25.00 per share before any distribution is made to Class "B" stock. It should be borne in mind that the foregoing figures are for the next preceeding year and the profits for the years following will of course be increased by means of added pictures released.

The following is a Balance Sheet as of April 30, 1920, as shown by the books of the company and as will be supported by a Certified Balance Sheet prepared by Price, Waterhouse & Company, Certified Public Accountants. The fixed assets, appearing on the balance sheet are supported by appraisal prepared by Coats and Blanchard, Public Appraisers. The legality will be approved by the law firm of Cravath and Henderson.

Balance Sheet - April 30, 1920

Fixed Assets, as per appraisal		$1,470,600.00
Less Real Estate Purchase Contract		319,500.00
Net Equity fixed Assets		$1,151,100.00
Current Assets -		
Inventories work in progress	$1,088,971.85	
Current liquid assets	59,348.72	
Total	$1,148,320.57	
Less current liabilities	302,366.95	
Net current and working assets		845,953.62
United Artists Corporation 1/5 interest -cash invested		35,000.00
Net worth		2,032,053.62
Intangible assets		700,000.00
Star Contracts	$250,000.	
Films Equity	200,000.	
Good will and other assets	250,000.	
Total net assets		$2,732,053.62
D. W. Griffith Capital Account		$2,276,057.13
Advance Payments on production and future revenues		455,996.49
Total:		$2,732,053.62

The foregoing balance sheet does not give effect to the new financing. The funds secured from the present plans of financing in addition to theliquidation of the cost of work now in process will provide approximately $2,000,000 which is considered ample for future requirements. The profits from operationswill not therefore be needed for operations and can be distributed as dividends to stockholders.

The organization consists of a carefully selected personnel composed of leading artists, directors and specialists of each branch of this industry ably supported by understudies and assistants equally as well known and of high standing so that the progress will not depend on one individual or group of individuals. It is further contemplated to increase the staff from two to eight producing companies, thereby adding additional pictures to be released. A chart of organization has been worked out along well defined business lines placing a highly skilled executive at the head of each important branch of the business.

It is hoped that the foregoing will supply you with the information desired at this time. I shall be pleased to furnish you details and copies of all audits, appraisals and legal opinions.

Respectfully yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

(DATE)

Messrs. Counselman & Company,
112 West Adams Street,
Chicago, Ill.

Dear Sirs:

I am engaged in producing motion pictures for distribution throughout the civilized world and own and operate a studio at Mamaroneck, New York, which is built upon approximately 28-1/2 acres, title to which stands in the name of the D.W.G. Corpotation. That Corporation also owns 30 acres of land near the studio site which was purchased for the purpose of obtaining a right of way for electric power lines through the studio. Said tracts of land are free of all liens and encumbrances except purchase money obligation aggregating $320,000. I own the entire capital stock of said Corporation.

I also own:

(1) The assets described in detail in the appraisal by Messrs. Coates & Burchard, a copy of which marked Schedule A is hereto annexed.

(2) The assets shown upon the books and records which were the basis of the report of Messrs. Price, Waterhouse & Co., dated June 1, 1920, a copy of which marked Schedule B is hereto annexed.

(3) 300 shares of preferred stock of United Artist Corporation of the aggregate par value of $30,000, and all shares of common stock of United Artist Corporation without par value. owned by me etc

(4) all Contracts with actors and actresses now in effect and which I believe to be of a value of at least $250,000.

(5) all Contracts now in effect for the distribution of motion pictures produced by me.

(6) all my Rights, either absolute or partial, in motion picture films.

I propose to transfer or cause to be transferred all the foregoing property and assets, which I believe constitute all my interests in the motion picture business as shown by Schedule C hereto attached, ~~except interests in "The Birth of a Nation", "Intolerance" and "The Hun Within" and certain interests in a company engaged in the development and manufacture of a motion picture projecting machine, and, except as aforesaid, all other rights and interests which I may have directly or indirectly connected with such business,~~ together with the good will of my motion picture business, to a new corporation (hereinafter called the New Company), to be known as D. W. Griffith, Inc., to be organized under the laws of the State of Maryland or of such other state as your counsel may approve, and to have a capitalization as hereinafter stated, in consideration of the issue to me of the entire 375,000 shares of its Class B stock, and the delivery to me of its promissory note payable September 1, 1920 without interest for the sum of $150,000 plus an amount equal to the amounts advanced by Mr. Griffith personally to the business since April 30, 1920. and date of transfer

The property and assets to be acquired by the New Company as of April 30, 1920 were on that date subject only to the following liabilities:

Real Estate Purchase Contract,	$320,000.00
Notes Payable,	175,000.00
Current Accounts Payable and Percentages Accrued to Employees	127,366.95

and the only changes in said liabilities are such as may have occurred inthe current accounts and loans not exceeding $50,000. payable in the ordinary course of the business and a purchase note given to acquire the film of

"The Gamest Girl" in the amount of $315,000. The New Company is to assume only said liabilities.

The Balance Sheet as of April 30, 1920 of the business to be transferred to the New Company will be as set forth in Schedule C hereto annexed.

The total authorized capital stock of the New Company will be 500,000 shares, without par value, divided into 125,000 shares of Class A stock and 375,000 shares of Class B stock. The rights, priorities and privileges of said classes will be substantially as follows:

(1) Out of the surplus or net profits arising from the business of the New Company the holders of Class A stock shall be entitled to receive dividends at the rate of $1.50 per share per annum, payable quarterly, semi-annually or annually and on such dates as the Board of Directors may determine ~~and express in the stock certificates~~, before any dividends shall be declared upon or set apart for the Class B stock, ~~and such dividend shall be cumulative from September 1, 1920, so that if in any year or years dividends upon the outstanding Class A stock at said rate per annum from September 1, 1920 shall not have been paid the deficiency shall be paid before any dividend shall be declared upon or set apart for the Class B stock.~~

(2) Out of the surplus or net profits arising from the business of the New Company remaining after full cumulative dividends on the Class A stock shall have been paid or declared and provided for, including all accrued unpaid dividends, the New Company shall set aside on September 1 of each year commencing September 1, 1921, an amount equal to $1.00 for each share

of Class A stock at the time outstanding, as a fund for the purchase of Class A stock. The sum so set aside in each year shall be applied by the New Company to the purchase of Class A stock at not exceeding $15.00 per share if and to the extent that such stock is tendered to it at not exceeding such price on or before the next succeeding January 1; and to the extent that the sum so set aside is not on the next succeeding January 1 exhausted by the purchase of stock tendered as aforesaid, the balance of such sum shall no longer be required tobe set aside but shall revert to the general treasury of the New Company. The obligation to set aside said fund shall be cumulative so that if in any year the full amount required to be set aside as aforesaid shall not be set aside, the deficiency shall be made good out of the surplus or net profits of the succeeding year or years before any dividends shall be declared upon or set apart for the Class B stock.

2 (3) Out of any surplus or net profits arising from the business of the New Company remaining after full ~~cumulative~~ dividends as aforesaid on the Class A stock shall have been paid or set aside and after or concurrently with the making payment of or provision for full dividends on the Class A stock for the current dividend period, ~~and after the New Company shall have complied with the foregoing clause (2) in respect of any and all amounts theretofore required to be set aside for the purchase of Class A stock and shallhave made ratable provision for compliance with said clause (2) in respect of the twelve-months period ending the next ensuing September 1~~, dividends may be declared upon the Class B stock to the exclusion of the

holders of Class A stock, up to but not exceeding dividends at the rate of $1.50 per year, ~~cumulatively from September 1, 1920.~~ share from amounts in any fiscal year.

(4) Out of any surplus or net profits arising from the business of the New Company remaining after such payment of ~~cumulative~~ dividends upon the Class B stock for all past quarterly periods and after or concurrently with making the payment of or provision for such dividend on Class B stock for the current dividend period and after making such provision, if any, as the Board of Directors of the corporation may deem necessary for working capital, dividends may be declared upon the Class A and Class B stock share and share alike.

~~(5)~~ In the event of any liquidation, dissolution or winding up of the New Company, the holders of Class A stock shall be entitled to receive, if such liquidation, dissolution or winding up be involuntary, an amount equal to $20.00 per share, or, if such liquidation, dissolution or winding up be voluntary, an amount equal to $25.00 per share, ~~in each case with all dividends accrued or in arrears~~, for every share of their holdings of Class A stock before any distribution of the assets shall be made to the holders of Class B stock. After said sum has been paid to the holders of Class A stock, the holders of Class B stock shall be entitled toreceive out of the remaining assets, if such liquidation, dissolution or winding up be involuntary, an amount equal to $20.00 per share, or if such liquidation, dissolution or winding up be voluntary an amount equal to $25.00 per share, ~~in each case with all dividends accrued or in arrears~~, for every share of their holdings

of Class B stock. Any assets remaining after the holders of Class A stock and Class B stock shall have received the amounts aforesaid, shall be distributed ratably among the holders of the Class A and Class B stocks share and share alike.

(6) Without the affirmative vote or written consent of the holders of a majority of the Class A stock, the New Company shall not

(a) dispose (by sale, consolidation, merger, lease or otherwise) of the property and business of the New Company substantially in their entirety. This paragraph not to be construed as limiting the sale of films in usual practice of the business;

(b) voluntarily liquidate or dissolve or wind up;

(c) create or assume any mortgage or other lien to secure an issue of bonds or otherwise, other than purchase money mortgages;

(d) create any shares of stock having priority over or on a parity with Class A stock or increase the authorized Class A stock;

(e) create or issue or assume or guarantee any bonds, notes or other evidences of indebtedness maturing later than one year from the date of issue.

(7) The New Company shall at all times during my employment by it carry and maintain insurance in the amount of $500,000

upon my life and against my total disability, payable to it, if obtainable and shall at all times unless the holders of two-thirds in amount of Class A stock at the time outstanding shall otherwise consent in writing, carry insurance on its other principals and stars payable to it in the amount of $500,000. if obtainable. Any proceeds of any such insurance on the life or total disability of Mr. D. W. Griffith shall forthwith upon collection be deposited in a bank or trust company in New York City and all amounts so deposited shall, for a period of six months after such deposit, be applied by the New Company to the purchase of shares of the Class A stock if and to the extent that such shares shall be tendered to it at a price not exceeding $15.00 per share, and to the extent that any amount so deposited shall not be exhausted by the purchase of stock so tendered within said period of six months from its deposit, the balance of such amount shall upon the expiration of said period immediately revert to the general treasury of the New Company. Any proceeds of any such insurance upon other principals and stars shall be paid into the general treasury of the New Company without restriction as to its use.

(8) Within one week after any moneys shall be set aside for the purchase of Class A stock under the provisions of the foregoing paragraph (2) or of the foregoing paragraph (7), the New Company shall notify the holders of the Class A stock by letter sent by registered mail addressed to them at their last address of record with the New Company, of the amount so

set aside and soliciting tenders of Class A stock within the period by the Certificate of Incorporation prescribed for the application of such amounts to the purchase of said stock.

(9) The New Company shall have six directors, and I will cause to be elected to the Board two persons nominated by you, provided further that should the New Company at any time retire 50% of the maximum amount of Class A stock at any time theretofore outstanding this representation on the Board of Directors shall be reduced to one Director.

I will, immediately upon the organization of the New Company, enter into a contract with it to serve as its General Director for a period of ten (10) years, at a salary of $200,000 per year payable in weekly installment and will agree during such period to give my entire time and best efforts to the successful prosecution of its business and not other wise to enter into or to have any interest in, the production or distribution of motion pictures or to permit the use of my name in any motion picture enterprise other than that of the New Company, except that I may produce motion pictures in the Territory of Alaska and own five per cent(5%) of a company producing motion pictures in Arizona.

I confirm my agreement to cause the New Company, in consideration of your agreement to use your best efforts to put yourselves in position to purchase as much as possible of said Class A stock, and in further consideration of your agreement that

a member of your firm will serve as a director of the New Company for a period of one year and will, from time to time, during each year, give it advice on such financial matters as it may request, to grant to you an option to purchase at the price of $8.50 per share ~~together with accrued dividends,~~ all or any part of the 125,000 shares of Class A stock, at any time or from time to time on or before September 15, 1920, provided however that if you have not purchased $150,000 of stock by July 15, 1920 this option shall expire on July 15, 1920. Notice of the exercise of said option in respect of the number of shares which you may from time to time elect to take may be given by registered mail addressed to the New Company at Central Union Trust Company New York City, N.Y. at any time on or before ~~said~~ date of expiration of the option, and delivery to you or upon your order of certificates for amounts of stock upon which you may from time to time exercise said option, and payment therefor, shall be made at Central Union Trust Company, New York City, within ten days after each such exercise of said option.

In order that you may be in a position to re-sell the stock which you may from time to time purchase, I agree forthwith upon the organization of the New Company to cause it to file all such papers and take all such proceedings under the so-called Blue Sky Laws of any states which you may designate, as may be necessary to authorize the sale of said stock in such states.

MEMORANDUM OF AGREEMENT.

This agreement made and entered into this 6th day of April 1920, by and between the LADY MACKENZIE FILM COMPANY, hereafter referred to as the Owner, and ALBERT L. GREY of the D. W. GRIFFITH SERVICE, hereafter referred to as the Distributor,

WITNESSETH:

WHEREAS: The owner owns and controls a certain motion picture called LADY MACKENZIE'S AFRICAN EXPEDITION and,

WHEREAS: The distributor is engaged in the business of distributing high class motion pictures in all parts of the world and is desirous of exploiting the said motion picture during the period and in the manner and on the terms hereinafter set forth.

NOW THEREFORE: In consideration of the covenants hereinafter contained and of the sum of one dollar ($1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, it is agreed as follows;

1. The owner hereby grants to the distributor for the period of five years from the date hereof, the sole and exclusive motion picture rights to control and use the negative for printing purposes only, and all prints therefrom, for exhibition purposes as motion pictures only, giving and granting to the said distributor the right to sell, lease, and grant sub-licenses and sub-leases thereof, and the rights to exhibit prints from said negative in all countries of the world excepting China, Japan and Korea.

2. It is further agreed that the owner shall turn over to the distributor all still photographic plates now in its possession or that of Grace E. MacKenzie, but belonging to said Grace E. MacKenzie, for use by the distributor for publicity, exploitation and advertising of these pictures only, and if necessary, in connection with re-editing of the same, the title

to remain,however, in Grace E. MacKenzie and nothing herein contained shall be construed otherwise than that the ultimate right to use copies of any and all films or plates herein referred to for literary and art reproduction shall remain and be vested in the said Grace E. MacKenzie, and any and all negatives of said still pictures shall be returned to her for her own use in such literary or art reproductions upon her demand at any time when not actually in use for the making of motion pictures or giving proper publicity, exploitation and advertising of the same.

3. The distributor agrees to immediately make at his own expense a working print from, and without cutting the negative; to cut and assemble from the said working print a feature production of such linear length as deemed most suitable for the purposes of a special exploitation, such feature production to be titled under the supervision of the distributor and the experts of the organization, and completed in all the details of the highest class production now obtainable in the present state of the art. Immediately after the execution and delivery of this contract the distributor shall also proceed to make from the negative without cutting the same a complete and most perfect duplicate negative of such portions as may be desired by the distributor. Said duplicate negative and the special black and white print from which it shall be made shall be deposited in a place or places to be agreed upon, but entirely separate from the place of deposit of the original negative, for the purposes of an insurance for the benefit of both parties hereto against loss or accident or deterioration of the original negative, in case of which all agreements herein contained concerning the original negative shall apply to the use and ultimate ownership of any duplicate negative or special print from which the same is made as if it were the original negative. After the above steps have been successfully taken then the original negative may be cut where

necessary to conform to the said feature production.

4. The distributor shall at its own expense provide throughout the term hereof in the United States, and wherever it can be profitably done in the opinion of the distributor, in the rest of the world, organized distribution of the said production, and the distributor agrees to give this undertaking the best efforts of its officers, agents and employees to the end that the gross returns shall be as large as possible, consistent with good business and the usages and customs of distributors of motion pictures.

5. The distributor shall be entitled as compensation for the cost of distribution to forty percent (40%) of the gross amount collected in the United States and foreign territory for the exhibition of the pictures. In places where the picture is exhibited on a percentage basis the distributor shall be entitled to receive forty percent (40%) of the gross percentage receipts. All revenue from the sale or hire of prints shall belong to the owner and distributor on the basis of their respective percentages; owner sixty percent (60%), distributor forty percent (40%). The sixty percent of all gross receipts as herein set out shall be and belong to the owner from the time of its collection and held in trust for said owner by said distributor until paid over, and not confused with any other funds whatsoever.

6. The distributor agrees and shall have the right to furnish all positive prints used in their exploitation under this contract which shall be of the highest quality obtainable. The cost of these particular prints shall be deducted from the owner's and distributor's share of the gross receipts on the basis of their respective percentages: owner sixty percent (60%) distributor forty percent (40%).

7. The distributor agrees on completion of the positive prints to forthwith enter into arrangements with exhibitors for the exhibition of the siad LADY MACKENZIE AFRICAN EXPEDITION pictures within the United States, and as soon as reasonably

possible in other parts of the world, and to continue constantly using its best efforts in exploiting the same diligently during the life of this contract.

8. The distributor agrees to furnish to the owner a weekly statement in duplicate which shall show the gross revenue of the distributor for such week. Such weekly statement shall be mailed to the owner promptly, and in no event shall the statement for any week be delayed beyond the period of four (4) weeks for the United States and as soon as practicable with respect to foreign countries. At the time of delivering each weekly statement the distributor shall pay the amount shown thereon to be due the owner on the pictures, and in case of a necessary delay in any weekly report as above referred to the owner's sixty percent (60%) of such funds as are ascertainable and have actually been received shall be paid; the sixty percent (60%) of any unascertained and unpaid balance to be paid over as soon as actually received by the distributor. In making said payments, division of owner's share shall be made as follows: One third, less two and one half percent, of the same shall be paid to Grace E. MacKenzie or as she shall direct in writing. Two thirds plus said two and one half percent of one third shall be remitted to the Lady Mackenzie Film Company whose present office is 221 Chamber of Commerce Building, Buffalo, New York. After the some total of all payments hereunder to Grace E. Mackenzie and the Lady Mackenzie Film Company shall have equalled One Million Dollars ($1,000,000.), then the percentage to be deducted from Grace E. Mackenzie's third and remitted to the company as above set out shall be one percent instead of two and one half percent.

9. The owner may through its authorized representative inspect the books and papers of the distributor as far as they relate to the LADY MACKENZIE AFRICAN EXPEDITION pictures herein referred to at such times as mutually convenient.

10. The parties hereto stipulate and agree that the distributor shall have the right to determine at what price the production aforesaid shall be leased to exhibitors in the United States and in foreign countries, and at what price the rights shall be sold for foreign territory, except in such cases where any interest of any vendee or lessee is such that the owner should in fairness know the same, then the owner shall have the privilege of knowing the same and passing upon the contract or sale.

11. All contracts with exhibitors made by the distributor in its business of distributing the feature provided for herein shall be made separate and apart from the so-called program method of marketing pictures and separate and apart from the leases or sales of other motion picture films and the business itself shall be handled so that the leasing or sale of the feature provided for herein shall be for the highest price obtainable and in no way used to influence the sale or lease of other motion picture films and no patron shall be refused or denied the right to show this feature provided he pays the price fixed therefor. In all transactions the distributor is to be considered as the trusted agent and representative of the best interests of the owner as above any others, but nothing herein contained shall be so construed as to make the owner and distributor partners.

12. The title to all negatives shall at all times remain in the owner subject to all the terms of this contract and at the completion or any termination of this contract they shall be turned over to the owner by the distributor in as good condition as received reasonable wear and tear and unavoidable and properly proven loss excepted. All prints on hand at such completion or termination shall also be turned over upon the payment for same by the owner to the distributor at a price to be agreed upon or fixed by arbitration.

13. It is agreed that the entire lot of negative to be turned over to the distributor is about 32,000 feet and is to be turned over without warranty of condition, that there shall be no lien against the same and the title of the owner protected by the owner against any claim at any time at owner's expense or that the distributor may at its option expend any money necessary to protect the distributor's and owner's interest against any such claim and deduct the same from the funds belonging to the owner, in case owner fails upon notice to take promptly the necessary steps in the matter.

14. It is agreed that the name of Grace E. Mackenzie shall appear at every exhibition of all or any part of these pictures as the author and person who accomplished the work of takeing the said pictures. It is also agreed that before exhibition in the United Kingdom the distributor shall submit to Grace E. Mackenzie at such address as she may keep registered in the distributor's main office, such titles as are proposed to be used in the United Kingdom, and she shall be entitled to offer suggestions and make revision as to any of them that refer to her personally.

15. The spirit and intention of this memorandum is that the pictures involved represent great value to the owner and great and unusual cost and are largely not a gain obtainable; that the owner is paying the distributor's own price which is a considerably larger percentage than ordinary on account of the superior, skill, ability and high business reputation of the distributor upon whose assurances in these directions the owner is to expect unusual care and attention to the negative and its treatment, and the highest degree of business acumen in working out the best possible results in cash for the parties hereto: that the general basis of the terms is: (1) That the owner, after payment of prints as provided for in paragraph six (6) of this Agreement, shall receive the full sixty percent (60%) of the gross returns of the distribution, and (2) that from its

forty percent (40%) thereof the distributor assumes and pays all expenses and cost of proparing, editing, advertising, collecting receipts and all disbursements of every name and nature in carrying out its part of this Agreement.

16. This contract shall not be assigned, sold or transferred by distributor without the consent of owner in writing.

17. The negative film shall be kept insured by the distributor in the sum of One Hundred Thousand Dollars ($100,000.) until a change is mutually agreed upon in writing and the cost thereof shall be deducted from the gross sum to be share on the 60-40 basis as herein set out.

IN WITNESS WHEREOF the parties hereto have set their hands and affixed their seals the day and year first above written.

Lady MacKenzie Film Company
By
Ernest L. Frisbee as (L.S)
Vice-President.

Albert L. Grey (L.S)

SEAL

Grace E. Mackenzie (L.S)

T. O. Eltonhead
Witness

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

forty percent (40%) thereof the distributor shall pay and pay all expenses and cost of preparing, editing, advertising, collecting receipts and all disbursements of every name and nature in carrying out its part of this Agreement.

16. This contract shall not be assigned, sold or transferred by distributor without the consent of owner in writing.

17. The negative film shall be kept insured by the distributor in the sum of One Hundred Thousand Dollars ($100,000.) until a change is mutually agreed upon in writing and the cost thereof shall be deducted from the gross sum to be share on the 60-40 basis as herein set out.

IN WITNESS WHEREOF the parties hereto have set their hands and affixed their seals the day and year first above written.

Lady MacKenzie Film Company

By _____ President. (L.S.)

TELEPHONE
Greeley 4048

CABLE ADDRESS:
"POTSIOS"

GAYTIS & MOSCO

General Merchants
Rome, Italy
Represented by
CONSTANTINE POTSIOS
1482 Broadway
NEW YORK

MAIN OFFICE
ATHENS, GREECE

BRANCHES
ROME
PARIS
BARCELONA
ALEXANDRIA
CAIRO
BUCHAREST
CONSTANTINOPLE
SALONICA
SMYRNA

CODES USED
WESTERN UNION
A B C-5TH EDITION

, April 6th 1920.

Mr.Albert Banjhaf,
2 Rector Street
New York City.-

Dear Sir:-

I would kindly ask you to let me know as soon you will have ready the Cazzullino matter. I would like very much to have everything ready during this week.

Yours very truly,

Constantin Potsios

CP-H.

McAdoo, Cotton & Franklin
ATTORNEYS AT LAW
120 Broadway
New York

WILLIAM G. McADOO
JOSEPH P. COTTON
GEORGE S. FRANKLIN
FRANCIS H. McADOO
THURLOW M. GORDON

GEORGE H. SAVAGE

April 7, 1920.

United Artists

My dear Mr. Banzhaf,

Referring to my conversation with you this morning regarding the arrangements for handling the photo-play "Romance," the matter of paying Mr. Abrams any compensation in connection therewith was then for the first time brought to my attention. This I have taken up with Mr. McAdoo, who says that he never heard of the matter before and that he is definitely opposed and unwilling to pay Mr. Abrams any percentage on this Picture. Mr. McAdoo also understood that the total expense of producing the Picture would not be in excess of $350,000.

Very truly yours,

Loring R. Hoover

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

LRH:EMB

Mamaroneck New York
April Seventh
1 9 2 0.

My Dear Lord Beaverbrook:—

I am much interested in your plan. At present I am getting together a rather large producing organization and have other plans as well in motion pictures. Any ideas you have to suggest in this line will be very interesting to me.

There has been a revolution in producers and stars here and big organizations that have large financial backing have lost all important stars and directors, their only assets now being theatre holdings in this country.

This information is in confidence. I am giving it to you that you may be on guard in any contemplated affiliations. Would welcome any suggestions along this line you have in mind.

Sincerely yours,

April 7, 1920

Mr. Warren Mason,
London Express,
313 World Building,
New York, N. Y.

Dear Sir:

Following cable instructions from London we are sending you herewith article by Miss Lillian Gish which has been requested for your publication.

Very truly yours,

Secretary to Mr. Griffith

Cable to London Express .....

By Lillian Gish .....

Girls in Englandwho are planning to become motion picture players have opportunities before them beyond their sensible dreams. And there is work ahead of them greater than they can realize.

No work for women, in all the centuries, has ever offered such rewards, nor been so interesting, and I think none has ever exacted so much from those who would be sucessful.

Under the spuring leadership of Mr. Griffith in America, the cinema has become an art, and one who intends to succeed must serve the severe apprenticeship of an artist.

No one should enter the work with the intention of win ning honors, who has not an intelligent conviction they will surpass, more than a pleasant confidence in themselves, a real persevering determination to achieve. Unless they hold this high goal always before them, they will disappear in the sea of minor talent that is so plentiful.

Hard work is the first great essential, accepting that one is naturally qualified with a pleasing and expressive face and a nomal body. That and a willingness to accept training. I know a girl who had a splendid chance to become a star, and missed it because she left the studio ealy that day to keep a social engagement. Another girl, less gifted, was given the part, and is now very successful because of her work in that famous production.

Dissipation of any kindis a real plague in the cinema.

The c

The camera lens is so critical and so brutal, that it will show the effects of even a very heart dinner by lines and expression in the face the next dyy. Greater dissipations rob accordingly. As you think

From a business stand.point a player can never afford to be out of form physically, for productions are so expensive now that small delays will cause costs of thousands of dollars. Producers cannot afford players careless of themselves, even if the player feels she can afford the risk.

To be fit for important roles, one has to keep constantly studying to be informed in all that the best brains of the pass have observed in portraying life, and further must keep observing and understandig life herself. It is a study that never ends. Think for a moment if you know how a telephone operator sits at the switchboard and makes connections, the peculiarities that show she is a trained operator. Yet if you don't know it, how could one accurately play the part of that operator. So it is with every activity in which woman is engaged, and every emotion and sensation and experience a woman may have. Each new drama brings a diffeent role to play, and if the player has neglected observing and studying, she is baffled. As you think, so you are. If you think evil or petty thoughts the eye of the camera will seek them out and your usefulness will be destroyed. The cinema is a wonderful work, but looks so easy the spectator is inclined to underestimate the very great preparation necessary, but if one loves it, and accepts the long hours without weakening or complaining, andkeeps bright and wholesome within, so ugly and disagreeable expressions do not creep out on the face when least wnted and expected; and can keep the will to succeed, the rewards are worth it all, many; many times over.

#90 4/7/20 106

COPY

KNOW ALL MEN BY THESE PRESENTS, THAT I, JOSEPHINE DASKAM BACON, of the Borough of Manhattan, City of New York, for and in consideration of the sum of Fifteen Hundred ($1500.00) Dollars, lawful money of the United States paid by DAVID W. GRIFFITH of the City, County and State of New York to me before the ensealing and delivery of these presents, receipt whereof is hereby acknowledged do hereby sell, assign, convey and transfer and by these presents have sold, assigned, bargained, conveyed, granted and transferred to DAVID W. GRIFFITH, his heirs, executors, administrators and assigns forever, the sole and exclusive and complete motion picture rights throughout the WORLD to the composition or novel written by me entitled "ARDELIA IN ARCADY" and the sole, exclusive and complete right, license, liberty and privilege forever to make, manufacture, produce, re-produce, sell, lease, release, license, generally deal and traffic in, exhibit or cause to be exhibited motion pictures based upon or taken from the aforesaid composition or novel or from any theme or adaptation thereunto appertaining.

AND I do further grant to the said DAVID.W.GRIFFITH his,heirs, executors, administrators and assigns forever the exclusive right to use such works, the title and theme thereof in any manner in the making of any motion picture versions or adaptations thereof; to adapt, arrange, re-arrange, transpose, add to and subtract from such works and such title for such purpose with full understanding that I am given credit as author on the films and advertising matter usednin conjunction with said motion picture.

I do furthergrant to DAVID W.GRIFFITH, his heirs

executors, administrators and assigns forever, the sole right to secure copyrights in any and all motion picture versions in any motion picture adaptation or such works, and secure renewals and extensions of the copyrights in the same, in all Countries of the World. And I hereby irrevocably authorize and appoint DAVID W. GRIFFITH, his heirs, executors, administrators and assigns my attorneys in fact and representatives in my name, place and stead or in the name of DAVID W. GRIFFITH, his heirs, administrators, executors and assigns but at his or their own cost and expense to take and do such actions, deeds and things and sign such documents as may from time to time be necessary to secure such copyrights and the renewals and extensions thereof.

I hereby grant to said DAVID W. GRIFFITH, his heirs, executors, administrators and assigns the right to publish a summary or synopsis of any and all motion picture versions of such works , but for advertising and publicity purposes only, and in which I shall be given full credit as author thereof, and I do for myself, my heirs, executors and administrators and assigns represent, warrant and guarantee that I am the sole owner of the dramatic and motion picture rights in and to such composition and novel and that I have not sold or made any other disposition of any of the motion picture rights in said composition or any version or adaptation thereof; that I have full right and authority to grant to David W. Griffith, his heirs, administrators, executors and assigns all such above-mentioned rights, that I have not made or entered into any contract with anyone whomsoever by whom such rights are or could in any way be diminished or impaired or that would prevent said David W.

Griffith, his heirs, executors, administrators and assigns from producing, booking, selling, distributing, exhibiting and releasing and from causing to be produced, booked, sold, distributed, exhibited and released any and all motion pictures based upon such composition throughout the entire world at any time from and after the date of making of this agreement free from any restraint or interference by anyone whomsoever.

AND I do further agree not to make myself nor with my consent to permit any party to make any motion picture adaptation or version of such works during the term of the copyright of such motion picture adaptation and all extensions and renewals thereof.

AND I do further agree with the said David W. Griffith, his heirs, executors, administrators and assigns to warrant and defend the rights in and to said works hereby granted to said David W. Griffith, his heirs, executors, administrators, and assigns against all and any persons whomsoever free and clear of all claims and damages of whatsoever kind and nature and I hereby agree to save, keep harmless and idemnify the said David W. Griffith, his heirs, administrators, executors, and assigns of and from all actions, suits, costs, charges, liability, damages and expenses whatsoever, which shall or at any time hereafter happen or come to them for or by reason of the making of this agreement, or the exercise by them of the rights hereby granted.

AND I do further agree to duly execute, acknowledge and deliver or cause to be done, executed, acknowledged and

delivered all such further acts, instruments and assurances as may be required by said David W. Griffith, his heirs, executors, administrators, and assigns in order to carry out and effectuate the purposes of this agreement.

IN WITNESS WHEREOF, I have hereunto set my ~~xxd~~ hand and seal this 7th day of April, 1920.

JOSEPHINE DASKAM BACON (L.S.

#91

Contracts for Stories

PAUL R. REYNOLDS
70 FIFTH AVENUE
NEW YORK

PAUL R. REYNOLDS
HAROLD OBER

TELEPHONE
CHELSEA 6430

REPRESENTATIVE OF
WM. HEINEMANN
CONSTABLE & CO., LTD.
OF LONDON

CABLE ADDRESS
CARBONATO NEW YORK

April 7, 1920

Brian Hooker, Esq.
D. W. Griffith Studio
Mamaroneck, N.Y.

Dear Mr. Hooker:

I send you herewith contract in duplicate for "Ardella in Arcady" signed by Mrs. Bacon. I am also sending the original cotract you sent us. You will note that we have had to make one or two slight changes, particularly in the third clause on page three. Will you please sign these copies and return one to me, together with your check.

Very tr ly yours,

Paul R Reynolds

HO.B

PHONE 15488

D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

April 7, 1920

Miss Agnes Wiener,
c/o Griffith Studio,
Mamaroneck, N. Y.

Dear Miss Wiener:-

I was out to Mr. Griffith's ranch last Saturday and took a few pictures which I am enclosing herewith.

Last summer Carl Sternlov started to build a storm drain, and went so far as to put in some masonwork and lay some outlet pipes, and I reported this to Mr. Griffith in my long report a few weeks ago. I explained to Mr. Griffith that the drain was not yet complete, and that more work would have to be done before it was finished. The drain carried off all the storm waters all winter until about March 25th when there was a cloudburst in what is called Coyote Canyon - nearly two inches of water falling in about twenty minutes. The storm drain was not built to take care of cloudbursts and the flood filled up the drain pipes and catch basin and the torrent washed out a gully six feet deep at the upper end and about thirty rods long - down to where it scattered out among the lemon trees. About half of this gully is through the orchard but the rest of it is higher up toward the foot of the hill and did not do so much damage, although it will have to be filled up before another fall to prevent further washout. Carl estimates the damage at $1500 to $2000 - which includes damage to the irrigating system, damage to the lemon grove, and the washing out of five acres of newly seeded alfalfa. Considerable damage was done also down around the Hinkel tract.

The old orchard looks pretty good now; one of the pictures shows Carl planting potatoes among the orange trees. The tractor is hauling the new tandem 8-foot disc harrow in the young orchard - the trees being only three years old.

Mrs. Bidwell and I are getting things ready so we can start out any time. We are glad to have missed the heavy winter of the East, but are getting anxious to start now. Best regards,

E C Bidwell.

Please show the pictures to Mr Griffith

Mr Baughoff

Will you please draw
up a little document
covering this and send
it to me at Davis
here on April 23rd

J. D. Lyons

D. W. Griffith Studio

Way Down East

INTER-OFFICE MESSAGE

To Mr. Epping. Date April 9,1920.

From Mr.Clifton. Reply to

Mr.Griffith wants you to have a memorandum drawn up for Mr.Cecil to sign when he receives his last check, covering the points that all the sets and art ideas that he has contributed to the production of WAY DOWN EAST will not be used or given to any other producing concern.

EC/ICR. E.C.

Please make all replies on back of this memorandum.

I hereby acknowledge receipt of

Dollars ($) from the D.W.GRIFFITH STUDIO, in full payment for all services rendered to date including full payment for all art and set ideas which I have given or contributed to the production of "Way Down East" now being produced by Mr. Griffith at the above studio and I hereby agree in consideration of the above payment not to disclose said sets or art ideas to anyone, especially to other motion picture producers, or use the same myself in connection with the production of any motion picture, and I hereby sell, assign, transfer and convey and by these presents do sell, assign, transfer and convey to said DAVID W. GRIFFITH all my right, title and interest in and to the said sets and art ideas which I have contributed to the picture "Way Down East" for his own use and behoof.

Dated, New York City, April ,1920.

_____

W I T N E S S :

Studio matters
Misc

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

April 9th 1920.

Mr. J. H. Doughtery,
15 William Street,
New York City.

Dear Mr. Doughtery:

I enclose herewith letter addressed to Mr. John Powers, Casting Director in the Griffith Studio.

If you will have Miss Perkins present this letter to Mr. Powers and explain her matters to him, he will be able to advise her as to the opportunities in the picture field with Mr. Griffith.

Trusting that this may work out to her satisfaction, with kindest regards, I remain

Very truly yours,

Albert H. Banzhaf

Dear Mr Banzhaf
Please
accept my heartiest
thanks for your courtesy

AHTB:MD
Enc.

Sincerely
J. H. Doughtery Jr.

April 9th 1920.

Mr. John Powers,
Casting Director,
720 Longacre Building,
42nd Street & Broadway,
New york City.

Dear Mr. Powers:

I beg to introduce herewith the bearer, Miss Perkins, who has been following dramatic art and wishes to enter the motion picture field with the view of perfecting herself in this branch of the work.

If you could have some screen tests made of Miss Perkins either special or in a minor part, I am sure that she could greatly appreciate the same.

Thanking you for anything you may be able to do for her, I remain

Very truly yours,

AHTB:MD

April 9th 1920.

Mr. Paul R. Reynolds,
70 Fifth Avenue,
New York City.

Dear Sir:

Your favor of the 7th inst. addressed to Mr. Bryan Hooker of Mr. Griffiths Studio has been forwarded to me together with the amended Assignment of "Ardelia in Arcady" executed by Miss Bacon for reply.

I enclose herewith duplicate original as amended by you together with check for $15000 under date of March 22nd 1920 in full payment of said Assignment. This check was made out some time ago to the order of Mrs. Bacon and I trust you may be able to use the check in its present form. If not return the same to me and I will have your name added as Payee in the alternative. You may use this letter as evidence consenting to the changes made in the Assignment by you.

Thanking you for your courtesies in this matter, I remain

Very truly yours,

AHTB:MD

PAUL R. REYNOLDS
70 FIFTH AVENUE
NEW YORK

PAUL R. REYNOLDS
HAROLD OBER

TELEPHONE
CHELSEA 6430

REPRESENTATIVE OF
WM. HEINEMANN
CONSTABLE & CO., LTD.
OF LONDON

CABLE ADDRESS
CARBONATO NEW YORK

April 10, 1920

Albert H. T. Banzhaf, Esq.
2 Rector Street
New York City.

Dear Sir:

Thank you for your letter of April 9th, enclosing check for fifteen hundred dollars, made to the order of Mrs. Josephine Daskam Bacon. As I have a commission interest in this check, I am returning it to you, and if you will make it out so that I can take out my commission and send the balance to Mrs. Bacon, I shall be greatly obliged.

Yours very truly,

Paul R. Reynolds

PRR.B

#110A

104

April 1920

C O P Y

KNOW ALL MEN BY THESE PRESENTS, THAT I, LOUISE DUTTON, of the Borough of Manhattan, City of New York (136 East 16th St.) for and in consideration of the sum of Twelve hundred and Fifty ($1250.) Dollars, lawful money of the United States paid by DAVID W. GRIFFITH of the City, County and State of New York to me before the ensealing and delivery of these presents, receipt whereof is hereby acknowledged do hereby sell, assign, convey and transfer and by these presents have sold, assigned, bargained, conveyed, granted, and transferred to DAVID W. GRIFFITH, his heirs, executors, administrators and assigns forever, the sole and exclusive and complete motion picture rights throughout the WORLD to the composition or novel written by me entitled "PARADISE ALLEY" and the sole, exclusive and complete right, license, liberty and privilege forever to make, manufacture, produce, re-produce, sell, lease, release, license, generally deal and traffic in, exhibit or cause to be exhibited motion pictures based upon or taken from the aforesaid composition or novel or from any theme or adaptation thereunto appertaining.

AND I do further grant to the said DAVID W. GRIFFITH his heirs, executors, administrators and assigns forever the exclusive right to use such works, the title and theme thereof in any manner in the making of any motion picture versions or adaptations thereof; to adapt, arrange, re-arrange, transpose, add to and subtract from such works and such title for such purpose with full understanding that I am given credit as author on the films and advertising matter used in conjunction with said motion pictures.

I do further grant to DAVID W. GRIFFITH, his heirs, executors, administrators and assigns forever the sole right to secure copyrights in any and all motion picture versions in any motion picture adaptation of such works, and secure renewals and extensions of the copyrights in the same, in all Countries of the World. And I hereby irrevocably authorize and appoint DAVID W. GRIFFITH, his heirs, executors, administrators and assigns my attorneys in fact and representatives in my name, place and stead or in the name of DAVID.W. GRIFFITH, his heirs, administrators, executors and assigns but at his or their own cost and expense to take and do such actions, deeds and things and sign such documents as may from time to time be necessary to secure such copyrights and the renewals and extensions thereof.

I hereby grant to said DAVID W. GRIFFITH, his heirs, executors, administrators and assigns the right to publish a summary or synopsis of any and all motion picture versions of such works, but for advertising and publicity purposes only, and in which I shall be given full credit as author thereof, and I do for myself, my heirs, executors and administrators and assigns represent, warrant and guarantee that I am the sole owner of the dramatic and motion picture rights in and to such composition and novel and that I have not sold or made any other disposition of any of the motion picture rights in said composition or any version or adaptation thereof; that I have full right and authority to grant to David W. Griffith, his heirs, administrators, executors and assigns all such above-mentioned rights, that I have not made or entered into any contract with anyone whomsoever by whom such rights are or could in any way be ~~diminished~~ diminished

or impaired or that would prevent said David W. Griffith, his heirs, executors, administrators and assigns from producing, booking, selling, distributing, exhibiting and releasing and from causing to be produced, booked, sold, distributed, exhibited and released any and all motion pictures based upon such composition throughout the entire world at any time from and after the date of making of this agreement free from any restraint or interferences by anyone whomsoever.

AND I do further agree not to make myself nor with my consent to permit any party to make any motion picture adaptation or version of such works during the terms of the copyright of such motion picture adaptation and all extensions and renewals thereof.

AND I do further agree with the said David W. Griffith, his heirs, executors, administrators and assigns to warrant and defend the rights in and to said works hereby granted to said David W. Griffith, his heirs, executors, administrators, and assigns against all and any persons whomsoever free and clear of all claims and damages of whatsoever kind and nature and I hereby agree to save, keep harmless and indemnify the said David W. Griffith, his heirs, administrators, executors, and assigns of and from all actions, suits, costs, charges, liabilities, damages and expenses whatsoever, which shall or at any time hereafter happen or come to them for or by reason of the making of this agreement, or the exercise by them of the rights hereby granted.

AND I do further agree to duly execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, instruments and assurances

as may be required by said David W. Griffith, his heirs, executors, administrators and assigns in order to carry out and effectuate the purposes of this agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10th day od April, 1920.

LOUISE DUTTON (LS.)

CITY, COUNTY AND)
: ss.:
STATE OF NEW YORK.)

On this 10th day of April, 1920, before me personally came LOUISE DUTTON, to me known and known to me to be the individual described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same.

HENRY H. MARTIN

Notary Public

WALLACE CONTRACT

UTAH COLO. NEW MEX

WYOMING

~~$500~~ paid on Nov 20th

500 " "

246.03 2/7/21

D. W. Griffith Service offers

The Fall of Babylon Mother and The Law

A Super-Spectacle A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-2-3-4-5

Albert L. Grey,
GENERAL MANAGER

KARL A. SMITH

ABSOLUTELY FIREPROOF

EUROPEAN PLAN

"Every Room with Outside Exposure"

DENVER, COLO., April 13th.

Mr.Albert L. Grey,
Suite 720 Longacre Bldg.
New York City,N.Y.

Dear Mr.Grey:

Well after a long delay THE MOTHER AND THE LAW opened at the Isis Theatre this city last Sunday for a four day engagement and for which we received $300.00 dollars,the business Sunday was very good but I did not get the amount of the receipts,Monday was only fair but all the theatres took a drop on this day so I am in hopes that it will pick up today,

The last four days of next week April 21-22-23-24 the picture plays Colorado Springs for which we receive $300.00 so after this date we will send you at least $500.00 or more on account as this is the best we can do as we have used up all our money trying to get an opening in this city,

We have one man on the road now who is go ing to work Wyoming and Utah while I am leaving this city Wednesday night of this week for a trip through Colorado and New Mexico we have to go slow as it costs lots of money to travel in this territory as the towns are far apart,

At present we have about $1500.00 in book ings and before long we expect to have a lot more,but the one's we have out side of the dates this month at the Isis Theatre this city which is now playing and the one at Colorado Springs April 21-22-23-24 do not come until May and June so you see we are doing our best to send you the money as soon as we can,

Have desided to play any city we can for if

KARL A. SMITH

ABSOLUTELY FIREPROOF

EUROPEAN PLAN

"Every Room with Outside Exposure"

DENVER, COLO.,

they will not rent the picture I am going to play them percentage as I am sure that we will get our rental price this way and then again we will be get ting some action and that is what we want,

This has been some hard job out here but if you will trust in me a little longer as you have so far I am sure that you will get all the money due you and that is more than we will get as we will be lucky to get our money out of it let a lone any salary or profit as these are sure some tough states,

We are both looking on the bright side of things and doing the best we can and hope that you will go along with us and wait until we can pay you the bal ance which we will do as soon as we can out of the first bookings less our operating expenses which we must have,

Very truly yours

F. G. Wallace

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Wallace Nolte

Go
Stories

April 13th 1920.

Mr. Paul R. Reynolds,
70 Fifth Avenue,
New York City.

Dear Sir:

Enclosed herewith please find check for $1500. for Mrs. Josephine Daskam Bacon, which check is made out to your order so that you may deposit same in your name.

Kindly acknowledge receipt of same, and oblige

Very truly yours,

GD
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Balance Sheet --- April 30, 1920

FIXED ASSETS, as per appraisal		$1,470,600.00
Less Real Estate Purchase Contract		320,000.00
Net Equity Fixed Assets ---		$1,150,600.00
CURRENT ASSETS:		
Inventories, work in progress	$1,088,971.85	
Current liquid assets	59,348.72	
Total	$1,148,320.57	
Less: Current Liabilities	452,366.95	
Net Current and Working Assets		$ 695,953.62
United Artists Corporation 1/5 interest and cash invested		35,000.00
Net Worth		$1,881,553.62
Intangible Assets		850,000.00
Star Contracts	$250,000.	
Films Equity	350,000.	
Goodwill and other assets	250,000.	2,731,553.62
Total Net Assets		$2,732,052.62
D. W. Griffith Capital Account		$2,276,057.13
Advance Payments on production and future revenues,		455,996.49
Total		$2,732,053.62

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

(DATE)

Messrs. Counselman & Company,
102 West Adams Street,
Chicago, Ill.

Dear Sirs:

I am engaged in producing motion pictures for distribution throughout the civilized world and own and operate a studio at Mamaroneck, New York, which is built upon approximately 28 1/2 ~~48-1/2~~ acres ~~acquired by me under a contract dated between myself and~~ Title to which I will deliver or cause to be delivered, together with other parcels of approximately 30 acres to the proposed corporation hereinafter mentioned.

I also own:

(1) The assets described in detail in the appraisal dated by Messrs. Coates & Burchard, a copy of which marked Schedule A is hereto annexed.

(2) The assets shown upon the books and records which were the basis of the report of Messrs. Price, Waterhouse & Co., dated June 1, 1920, a copy of which marked Schedule B is hereto annexed.

(3) The following stocks ~~and other securities~~ of companies engaged in the motion picture business 300 shares Pref. Stock of ~~(Here tabulate a list of stocks and other securities including the United Artists Stock).~~ United Artists at 30.00 5000. and all my common stock of no par value of the a co val

(4) Contracts with actors and actresses which I believe to be of a value of at least $250,000, of which a list, Marked Schedule C, is hereto annexed.

(5) Contracts for the distribution of various motion pictures produced by me or under my supervision of which a list, marked Schedule D, is hereto annexed.

(6) Rights, either absolute or partial, in motion picture films, and more particularly set forth in Schedule E hereto annexed.

I propose to transfer all the foregoing property and assets, which I believe constitute all my interests in the motion picture business, and all other rights and interests which I may have directly or indirectly connected with such business, together with the good will of my motion picture business, to a new corporation (hereinafter called the New Company), to be known as D. W. Griffith, Inc., to be organized under the laws of the State of Maryland, and to have a capitalization as hereinafter stated, in consideration of the issue to me of the entire 375,000 shares of its Class B stock, and the delivery to me of its promissory note for $150,000 payable September 1, 1920 without interest.

The property and assets to be acquired by the New Company as of April 30, 1920 were on that date subject only to the following liabilities:

Real Estate Purchase Contract,	$320,000.00
Notes Payable	175,000.00
Current Accounts Payable	127,366.95

and the only changes in said liabilities are such as may have occurred in the current accounts payable in the ordinary course of the business. The New Company is to assume only said liabilities.

Upon the completion of the transfer, the balance sheet of the New Company as of April 30, 1920 will be as set forth in Schedule F hereto annexed.

The total authorized capital stock of the New Company will be 500,000 shares, without par value, divided into 125,000 shares of Class A stock and 375,000 shares of Class B stock,

The rights, priorities and privileges of said classes willbe substantially as follows:

(1) Out of the surplus or net profits arising from the business of the New Company the holders of Class A stock shall be entitled to receive dividends at the rate of $1.50 per share per annum, payable quarterly, semi-annually or annually and on such dates as the Board of Directors may determine and express in the stock certificates, before any dividends shall be declared upon or set apart for the Class B stock, and such dividend shall be cumulative from ~~July 1~~ Sept. 1st 1920, so that if in any year or years dividends upon the outstanding Class A stock at said rate per annum from ~~July~~ Sept 1, 1920 shall not have been paid the deficiency shallbe paid before any dividend shall be declared upon or set apart for the Class B stock.

(2) Out of the surplus or net profits arising from the business of the New Company remaining after full cumulative dividends on the Class A stock shallhave been paid or declared and provided for, including all accrued unpaid dividends, the New Company shall set aside on ~~October~~ Dec 1 of each year commencing ~~October~~ Dec 1, 1921, an amount equal to $1.00 for each share of Class A stock at the time outstanding, as a fund for the purchase of Class A stock. The sum so set aside in each year shall be applied by the New Company to the purchase of Class A stock at not exceeding $15.00 per share if and to the extent that such stock is tendered to it at not exceeding such price

on or before the next succeeding January 1; and to the extent that the sum so set aside is not on the next succeeding January 1 exhausted by the purchase of stock tendered as aforesaid, the balance of such sum shall no longer be required to be set aside but shall revert to the general treasury of the New Company. The obligation to set aside said fund shall be cumulative so that if in any year the full amount required to be set aside as aforesaid shall not be set aside, the deficiency shall be made good out of the surplus or net profits of the succeeding year or years before any dividends shall be declared upon or set apart for the Class B stock.

(3) Out of any surplus or net profits arising from the business of the New Company remaining after full cumulative dividends as aforesaid on the Class A stock shall have been paid or set aside and after or concurrently with the making payment of or provision for full dividends on the Class A stock for the current dividend period and after the New Company shall have complied with the foregoing clause (2) in respect of any and all amounts theretofore required to be set aside for the purchase of Class A stock and shall have made ratable provision for compliance with said clause (2) in respect of the twelve-months period ending the next ensuing ~~September~~ Dec 1, dividends may be declared upon the Class B stock to the exclusion of the holders of Class A stock, up to but not exceeding dividends at the rate of $1.50 per year, cumulatively from ~~July~~ Feb 1, 1920.

(4) Out of any surplus or net profits arising from the business of the NewCompany remaining after such payment of cumulative dividends upon the Class B stock for all past quarterly periods and after or concurrently with making the payment of or provision for such dividend on Class B stock for the current dividend period and after making such provision, if any, as the Board of Directors of the corporation may deem necessary for working capital, dividends may be declared upon the Class A and Class B stock share and share alike.

(5) In the event of any liquidation, dissolution or winding up of the New Company, the holders of Class A stock shall be entitled to receive, if such liquidation, dissolution or winding up be involuntary, an amount equal to $20.00 per share, or, if such liquidation, dissolution or winding up be voluntary, an amount equal to $25.00 per share, in each case with all dividends accrued or in arrears, for every share of their holdings of Class A stock before any distribution of the assets shall be made to the holders of Class B stock. After said sum has been paid to the holders of Class A stock, the holders of Class B stock shall be entitled to receive out of the remaining assets, if such liquidation, dissolution orwinding up be involuntary, an amount equal to $20.00 per share, or if such liquidation, dissolution or winding up be voluntary an amount equal to $25.00 per share, in each case with all dividends accrued or in arrears, for every share of their holdings

of Class B stock. Any assets remaining after the holders of Class A stock and Class B stock shall have received the amounts aforesaid, shall be distributed ratably among the holders of the Class A and Class B stocks share and share alike.

(6) Without the affirmative vote or written consent of the holders of a majority of the Class A stock, the New Company shall not

(a) dispose (by sale, consolidation, merger, lease or otherwise) of the property and business of the New Company substantially in their entirety;

This paragraph not to be construed as limiting the sale of Class A stock in the usual practice of business

(b) voluntarily liquidate or dissolve or wind up;

(c) create or assume any mortgage or other lien to secure an issue of bonds or otherwise, other than purchase money mortgages;

(d) create any shares of stock having priority over or on a parity with Class A stock or increase the authorized Class A stock;

(e) create or issue or assume or guarantee any bonds, notes or other evidences of indebtedness maturing later than one year from the date of issue.

(7) The New Company shall at all times during my life carry and maintain insurance upon my life payable to it in the amount of ~~$5,000,000~~ if obtainable and shall at all times, unless the holders of two-thirds in amount of Class A stock at the time outstanding shall otherwise consent in writing, carry insurance

on its other principals and stars payable to it in the amount of $500,000. if obtainable Any proceeds of any such insurance on the life of Mrs Duffett shall forthwith upon collection be deposited in a bank or trust company in New York City and any amount so deposited shall, for a period of six months after such deposit, be applied by the New Company to the purchase of shares of the Class A stock if and to the extent that such shares shall be tendered to it at a price not exceeding $16.00 per share. If such amount shall not be exhausted by the purchase of stock so tendered in said period of six months, such sums shall upon the expiration of said period immediately revert to the general treasury of the New Company.

(8) Within one week after any moneys shall be set aside for the purchase of Class A stock under the provisions of the foregoing paragraph (2) or of the foregoing paragraph (7), the New Company shall notify the holders of the Class A stock by letter sent by registered mail addressed to them at their last address of record with the New Company, of the amount so set aside and soliciting tenders of Class A stock within the period by the Certificate of Incorporation prescribed for such purchase.

The NewCompany shall have six directors, and I will cause to be elected to the Board two persons nominated by you. Provided further that should the Co at any time retire 50% of the Class A & B, this representation on the Board of 3 Directors shall be reduced to one Director

I will, immediately upon the organization of the New Company, enter into a contract with it to serve as its General Director for a period of ten (10) years, at a salary of

payable in monthly instalments

$200,000 per year and will agree during such period not otherwise to enter into or have any interest in, the production or distribution of motion pictures or to permit the use of my name in any motion picture enterprise other than that of the New Company, except that I may produce motion pictures in the Territory of Alaska and own five per cent (5%) of a company producing motion pictures in Arizona.

I confirm my agreement to cause the New Company, in consideration of your agreement to put yourselves in position to purchase as much as possible of said Class A stock, and in further consideration of your agreement that a member of your firm will serve as a director of the New Company for a period of one year and will, from time to time, give it advice on such financial matters as it may request, to grant to you an option to purchase at the price of $8.50 per share together with accrued dividends, all or any part of the 135,000 shares of Class A stock, at any time or from time to time on or before September 15, 1920. Notice of the exercise of said option in respect of the number of shares which you may from time to time elect to take may be given by registered mail addressed to the ~~New Company at Hamaroneck, N. Y.~~ Central Union Trust Company, N.Y. at any time on or before said date, and delivery of certificates for amounts of stock upon which you may from time to time exercise said option and payment therefor, shall be made ~~at your office, 119 West Adams Street, Chicago, Illinois~~ by the Central Union Trust Company to you or to your order, within ten days after each such exercise of

said option.

In order that you may be in a position to re-sell the stock which you may from time to time purchase, I agree forthwith upon the organization of the New Company to cause it to file all such papersand take all such proceedings under the so-called Blue Sky Laws of any states which you may designate, as may be necessary to authorize the sale of said stock in such states.

All the proceedings for the incorporation of the New Company, the transfer to it of said property and assets and the issue of said Class A stock, the form of the Certificate of Incorporation, by-laws and certificates for Class A stock of the New Company, and title of the NewCompany to said property and assets shall be subject to the approval of your counsel, and my counsel, for whose charges and disbursements the NewCompany will reimburse you to the extent of $ — in the event that this agreement is carried out, otherwise not. The agreement herein expressed supercedes the agreement between us under date of April 15, 1920 which I confirm have by you. is hereby cancelled by mutual consent.

Please confirm this agreement.

Yours very truly,

D. W. Griffith, Esq.,
Mamaroneck,
N. Y.

We confirm the foregoing agreement.

Yours truly,

All the proceedings for the incorporation of the New Company, the transfer to it of said property and assets and the issue of said Class A stock, the form of the Certificate of Incorporation, by-laws and certificates for Class A stock of the NewCompany, and title of the New Company to said property and assets shall be subject to the approval of my counsel, and also of your counsel, for whose charges to the extent of $5,000 and disbursements the NewCompany will reimburse you, in the event that this agreement is carried out otherwise such counsel expense will be borne out with you.

The agreement herein expressed supercedes the agreement between us under date of April 15, 1920 which I confirm is hereby cancelled by mutual consent.

Please confirm this agreement.

Yours very truly,

D. W. Griffith, Esq.,
Mamaroneck,
N. Y.

We confirm the foregoing agreement,

Yours truly,

SCHEDULE F.

Balance Sheet --- April 30, 1920

FIXED ASSETS: as per appraisal		$1,470,600.00
Less Real Estate Purchase Contract.....		320,000.00
Net Equity Fixed Assets ---.....		$1,150,600.00
CURRENT ASSETS:		
Inventories, work in progress	$1,088,971.85	
Current liquid assets	59,348.72	
Total.....	$1,148,320.57	
Less: Current Liabilities	452,366.95	
Net Current and Working Assets		$ 695,953.62
United Artists Corporation 1/5 interest and cash invested		35,000.00
Net Worth.....		$1,881,553.62
Intangible Assets		850,000.00
Star Contracts	$250,000.	
Films Equity	350,000.	
Goodwill and other assets	250,000.	2,731,553.62
Total Net Assets.....		$2,732,052.62
D. W. Griffith Capital Account		$2,276,057.13
Advance Payments on production and future revenues, ...		455,996.49
Total.....		$2,732,053.62

ASSETS OF

DAVID W. GRIFFITH PICTURE

ENTERPRISES.

The following is a Balance Sheet as of April 30, 1920 as shown by the books of the Company and as will be supported by a certified Balance Sheet prepared by Price, Waterhouse & Company, Certified Public Accountants, The fixed assets appearing in the Balance Sheet are supported by appraisal prepared by Coates & Burchard, Public Appraisors.

Balance Sheet - - April 30th 1920.

FIXED ASSETS, as per appraisal		$1,470,600.00
Less Real Estate Purchase Contract		319,500.00
Net Equity Fixed Assets. . . .		$1,151,100.00
CURRENT ASSETS:		
Inventories, work in progress	$1,088,971.85	
Current liquid assets	59,348.72	
Total	$1,148,320.57	
Less Current Liabilities .	302,366.95	
Net Current and Working Assets		845,953.62
United Artists Corporation 1/5 int. and cash invested . . .		35,000.00
NET WORTH		$2,032,053.62
Intangible Assets		700,000.00
Star Contracts . . $250,000.		
Films Equity . . . 200,000.		
Good will and other assets . . . . 250,000.		
Total Net Assets-		$2,732,053.62
D. W. Griffith Capital Account		$2,276.057.13
Advance payments on production and future revenue		455,996.49
Total		$2,732.053.62

WARK PRODUCING CORPORATION

Lessor.

and

Lessee.

A G R E E M E N T

Dated:

THIS AGREEMENT made the 15th day of April 1919, 20
by and between the FILM PRODUCING CORPORATION, hereinafter referred to as the "Lessor," party of the first part, and
hereinafter sometimes referred to as the "Lessee," party of the second part.

WITNESSETH:

WHEREAS, the Lessor has produced a motion picture entitled "~~THE MOTHER AND THE LAW~~" and "THE FALL OF BABYLON" from the copyrighted motion picture photoplay "INTOLERANCE" and

WHEREAS, the Lessee desires to acquire exclusive rights of distribution and exploitation of said motion picture productions of "~~THE MOTHER AND THE LAW~~" and "THE FALL OF BABYLON" in the territory hereinafter described at the time and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION of the premises, and the mutual covenants and agreements herein contained, the parties hereto do covenant and agree as follows:

FIRST: The Lessor hereby grants to the Lessee the sole and exclusive right, subject to the performance of the terms and conditions required to be performed by said Lessee, to distribute or exploit the aforesaid motion picture productions entitled "~~THE MOTHER AND THE LAW~~" and "THE FALL OF BABYLON" (but only in a dignified manner commensurate with the artistic qualities of the productions, and in continuity as delivered by the Lessor) in MICHIGAN
and not elsewhere for a period of FIVE (5) YEARS from the date hereof.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

SECOND: The Lessee shall pay to the Lessor in the manner hereinafter set forth for the territorial rights hereby granted, the sum of FIVE THOUSAND DOLLARS FOUR THOUSAND DOLLARS - on the signing of this contract AND A NOTE FOR ONE THOUSAND DOLLARS PAYABLE 90 DAYS FROM DATE, plus cost of print.

THIRD: The Lessor agrees as long as the negative is in existence to furnish to the Lessee prints or parts of prints of said production, during the life of this contract, at the rate of six cents per linear foot, plus any increase in cost of raw material or of taxes over present cost and footage tax. Delivery of said film to be made at the office of the Lessor at Los Angeles, or at the Lessor's option at its office in the City of New York. Every print is to be returned to the Lessor at its option, five years from the date hereof, and if lost of destroyed the Lessee shall supply affidavits covering the cause of its loss or destruction.

FOURTH: The Lessee covenants and agrees that neither the Lessee, nor his agents, servants or employees will copy or duplicate said film or any portion thereof, or permit the same to be copied or duplicated and that neither the Lessee nor his agents, servants or employees will exhibit or cause to be exhibited said film or any part thereof in any territory other than that covered by this agreement, and that the Lessee will use every effort to enjoin and restrain the use of any copy of said production, not authorized by the Lessee to be exhibited within the territory aforesaid.

FIFTH: The Lessee agrees in the event of the loss or destruction of any film, to notify the Lessor by telegram or telephone forthwith.

SIXTH: The Lessor shall sell to the Lessee advertising matter, lithographs, newspaper cuts, photographs, etc., at the cost price to the Lessor.

SEVENTH: It is understood and agreed that the positive prints which shall be delivered to the Lessee hereunder shall be used by said Lessee only in accordance with the express provisions hereof, and shall not be shipped or used outside of the territory hereinbefore specified, and the title thereto shall be and at all times remain in the Lessor.

EIGHTH: The Lessee shall not act or hold themselves out as the agents of the Lessor, and nothing herein contained shall be construed to constitute a partnership between the parties hereto.

NINTH: In the event of the failure of the Lessee to pay to the Lessor any money agreed to be paid to the Lessor by any provision of this agreement, the Lessor shall have the option of terminating the rights herein granted to the Lessee by giving ten days' notice by registered mail to said Lessee, and thereupon upon the expiration of the time specified in such notice, unless such money is meanhile paid, such rights shall immediately cease and determine; it being distinctly understood that the waiver of any default in payment in any instance shall not operate as a waiver in any other instance.

TENTH: In the event of the breach by the Lessee of any of the other conditions in this agreement contained, or in the event of the filing of a petition in bankruptcy

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

by or against the Lessee, the Lessor may call the attention of the Lessee to such breach by registered mail and if such breach does not cease or is not remedied within ten days after the mailing of such notice, the Lessor shall have the option of terminating the rights herein granted to the Lessee by giving five days' notice by registered mail to the Lessee and thereupon, upon the expiration of the time specified in such notice, such rights shall immediately cease and terminate; it being distinctly understood and agreed that any waiver by the Lessor of any breach by the Lessee, whether such waiver be direct or implied, shall not be construed to be a continuing waiver or a waiver of or consent to any subsequent breach on the part of the Lessee.

ELEVENTH: The Lessor shall not distribute or exhibit the said pictures in said territory during the term of the agreement.

TWELFTH: This contract being signed and entered into in New York, it is hereby agreed that the law to be applied to any matters arising hereunder shall be that of the State of New York.

THIRTEENTH: It is further understood and agreed by the parties hereto that this instrument embodies the whole agreement of the parties and no representations, warranties, covenants or promises made by any representative or agent of the WARK PRODUCING CORPORATION or any other Company shall be binding or be considered a part of any agreement between the Producer and the Distributor, unless herein expressly contained and no variation or modification of this agreement shall be made except in writing, signed on the part of the Lessor by its President, who it is mutually

agreed is the only person authorized to sign the same on behalf of the Lessor.

FOURTEENTH: It is further understood and agreed that this contract on the part of the Lessee is personal and the same shall not be assigned without the written consent of the Lessor.

FIFTEENTH: Any notice under this agreement to be given to the Lessor shall be given to it at its office #1476 Broadway, New York, and any notice under this agreement to be given to the Lessee shall be given to him at ROOM 304 JOSEPH MACK BUILDING, DETROIT MICH or any other address designated by him in writing.

IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed the day and year first above written. DATED AT DETROIT MICH APRIL 15-1920

THE BANK PRODUCING CORPORATION

BY E. K. Moore

Frank E. Beecher

ADDENDUM:

This contract carries a ninety days option on the Michigan rights for the D. W. Griffith production, "The Mother and The Law", at a price of $3000, (Three Thousand) if excerised on or before the expiration of this time.

The Bank Producing Corporation
By E. K. Moore

CITY, COUNTY AND)
) ss.:
STATE OF NEW YORK)

On this day of 1919, personally appeared before me to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

PAUL R. REYNOLDS
70 FIFTH AVENUE
NEW YORK

PAUL R. REYNOLDS
HAROLD OBER

TELEPHONE
CHELSEA 6430

REPRESENTATIVE OF
WM. HEINEMANN
CONSTABLE & CO., LTD.
OF LONDON

CABLE ADDRESS
CARBONATO NEW YORK

April 15, 1920.

Albert H. T. Banzhaf, Esq.,
Banzhaf & Pembleton,
2 Rector Street
New York City.

Dear Sir;

I beg to acknowledge receipt of check for fifteen hundred dollars in payment for all moving picture rights to the story by Josephine Daskam Bacon "ARDELIA IN ARCADY." It is understood that all other rights are reserved by the author. I understand that you are sending me this check in behalf of D. W. Griffith.

Very truly yours,

Paul R Reynolds

HO/S

#101 B

HOTELS STATLER

BUFFALO
450 ROOMS - 450 BATHS

CLEVELAND
1000 ROOMS - 1000 BATHS

DETROIT
1000 ROOMS - 1000 BATHS

ST. LOUIS
650 ROOMS - 650 BATHS

HOTEL PENNSYLVANIA, *New York*
2200 ROOMS - 2200 BATHS
THE LARGEST HOTEL IN THE WORLD

This Letter Written at DETROIT

April 16 - 1920

Dear Mr Grey

Enclosed please find Purchase Draft for $4000.00 and 90 day note for $1000.00 payment Michigan rights for "The Fall of Babylon". Bruckner held out for $4600.00 and a print but I would not accept as I had another party interested. He claimed he wrote you offering $4000.00 for picture and one print, in fact he made it emphatic that

HOTELS STATLER

BUFFALO
450 ROOMS - 450 BATHS

CLEVELAND
1000 ROOMS - 1000 BATHS

DETROIT
1000 ROOMS - 1000 BATHS

ST. LOUIS
650 ROOMS - 650 BATHS

HOTEL PENNSYLVANIA, *New York*
2200 ROOMS - 2200 BATHS
THE LARGEST HOTEL IN THE WORLD

This Letter Written at DETROIT

He would not Say more
than he was notified I was
Coming he was glad to be-
lieve this offer had been accepted
I told him I had a letter
since offered & he Finally
accepted taking a 90 day
option on "Walter & The Law
at an additional Cost of $3000.00
I Could not get more than
$8000.00 as he had Correspondence
from the office Covering it at
this figure. Exactly no figure
was quoted on Babylon" & Field

HOTELS STATLER

BUFFALO
450 ROOMS - 450 BATHS

CLEVELAND
1000 ROOMS - 1000 BATHS

DETROIT
1000 ROOMS - 1000 BATHS

ST. LOUIS
650 ROOMS - 650 BATHS

HOTEL PENNSYLVANIA, *New York*
2200 ROOMS - 2200 BATHS
THE LARGEST HOTEL IN THE WORLD

This Letter Written at DETROIT.

out for me Jeanne. Without
a hint. This is one shot
into space did you hear me
the more mention of it en
route to the Exhibitor. None
of the Pirates will play "Baby-
lon" therefore Bucket is up
against a tough proposition.
With love Kindest regards I
am.

Yours ever truly

Moore

THIS AGREEMENT made and entered into this 19th day of April, 1920, by and between D. W. GRIFFITH, of Mamaroneck, New York, party of the first part, hereinafter for convenience sake called the "Employer," and CAROL DEMPSTER, of the City of New York, State of New York, party of the second part, hereinafter for convenience sake called the "Employe,"

W I T N E S S E T H :

In consideration of One ($1.00) Dollar, lawful money of the United States of America, by each of the parties hereto paid to the other party, the receipt whereof is hereby mutually acknowledged, and in further consideration of the premises, promises and covenants herein set forth, it is hereby understood and agreed as follows:

FIRST: That the employer hereby engages and employs the employe for a continuous period of two years, beginning the 30th day of April, 1920, as a motion picture actress to act, play, pose, perform and take part in motion picture rehearsals, acts, parts, scenes, settings, roles and plays as ordered by the employer at the studio or studios of the employer in Mamaroneck or on designated location or at any other place required by the employer for the agreed weekly salary of One Hundred Ninety (~~$190.00~~ 250—) Dollars for the first six months of said period of two years; Two Hundred Forty (~~$240.00~~ 300—) Dollars per week for the second six months of said period of two years; Two Hundred Ninety (~~$290.00~~ 350—) Dollars per week for the third six months of said period of two years; Three Hundred Forty (~~$340.00~~ 400—) Dollars per week for the fourth six months of said period of two years; all to be paid weekly by the employer to the employe.

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SECOND: The employe accepts said employment and promises and agrees to so act, play, pose, perform and take part in the manufacture and production of motion pictures by the employer as herein called for, for the compensation above mentioned.

THIRD: The services of the employe shall be rendered at such place or places within the United States and Canada as the employer may select, and the living and travelling expenses of the employe when engaged in the performance of her duties outside of the Village of Mamaroneck, the City of New York and its environs or outside any other City or Town in the United States where the employer may have established a studio for motion picture productions, shall be borne by the employer.

FOURTH: The employe shall attend daily during established working hours (whether cast or not) for the performance of her duties herein required at the studio or studios of the employer or on location or other place as may be designated by the employer. No excuse from work, duties or attendance at the studio or on location or other place as required hereby shall be good or sufficient except it be in writing signed by an authorized agent of the employer. In no event shall a written excuse be good for an absence of more than one day. Inclement weather shall be no excuse for non-attendance hereunder. The employe agrees to abide by, obey and perform any and all order, requests, communications, rules and regulations of the employer. Her method, manner and way of acting and performing shall at all times be conducted and carried out to the satisfaction of the employer and as required by him.

FIFTH: The employe further agrees that during the life of this contract all of her talents and services shall be exclusively devoted to the use and benefit of the employer and she shall perform such services to the best of her ability and shall lend her best efforts, talents and assistance to the production of those motion pictures in which she takes part, and the employe agrees to refrain from any and/or all acts which may directly or indirectly impair her value to the employer.

SIXTH: It is understood and acknowledged by both parties hereto that the employe's services, talents and abilities as a motion picture actress which the employe hereby contracts to use to the fullest measure in her work hereunder for the benefit of the employer, are excellent, rare, unique, uncommon and of a peculiar and extraordinary nature and of great value to the employer and that these talents, services and abilities cannot be replaced by the employer.

SEVENTH: It is further understood and agreed that during the continuance of this contract the employe will not perform, act, play or take part in any rehearsals, plays, acts, scenes or motion pictures for any other person, firm or corporation, and she promises and agrees to and with the employer that she will not assist in any way, directly or indirectly, any other person, firm or corporation in the rehearsal, manufacture or production of motion pictures during the term hereof, and that during the life of this contract she will not engage in the production of motion pictures except for the employer as provided for herein.

EIGHTH: The employe further promises and agrees that during the life of this contract she will not

appear in any public or private performance except with the written consent of the employer.

NINTH: It is agreed by the parties hereto that during the term hereof all the time, services, talents, abilities, energies, motion picture productions and efforts of the employe belong to the employer.

TENTH: It is further agreed that if the employe should break this contract and enter or threaten to enter the emplcy of another or to act, play, or take part in the production of motion pictures, then, in that event, it is hereby agreed that the employer may apply to any court of competent jurisdiction for an injunction restraining the employe from so acting, playing, or taking part in the production of motion pictures for anyone else and the employe hereby consents to the issuance of such an injunction and agrees not to contest the same.

ELEVENTH: The employe shall provide at her own expense all modern wardrobe necessary to properly dress for parts in which she may be cast as directed and instructed by the employer. The employer shall provide at his own expense all costuming for the employe. The employer shall be the sole judge as to what clothes are modern and what clothes are costuming.

TWELFTH: The employe shall not be absent on account of sickness for more than five days in any one month and receive a salary for said days. On the first of each calendar month of the term of this agreement, provided the employe has been absent on account of sickness during the preceding calendar month for more than five days, the employe shall pay to the employer a sum equal

to the daily income from her said salary, multiplied by the number of days she was absent from her duties during the preceding calendar month more than five days, and one-seventh of her said weekly salary shall be deemed and considered her said income for one day, and the failure of the employer to make payments to the employe during such time that the employe is incapacitated for work shall in no way change or alter any of the other provisions of this agreement, neither will an excess payment to the employe by the employer during such time that she is incapacitated for work or during the time that she is actually working under the terms of this contract, change or alter any of the terms or provisions of this contract.

The employe grants to the employer the privilege of publicity in advertising the employe in connection with all pictures in which she appears.

THIRTEENTH: The employe shall play such parts in the production of motion pictures hereunder as may be designated from time to time by the employer. In addition to this the employer may star and/or feature the employe in any way that he desires.

FOURTEENTH: It is further agreed by the employe that she will not permit herself to be advertised by anyone other than the employer during the term of this contract or any extension thereof and she will not permit her name to be advertised in connection with motion picture production or photoplay at the termination of the contract or any extension thereof until the expiration of the period of two months after such termination.

FIFTEENTH: It is understood and agreed by the parties hereto that the employer may assign this contract

in whole or in part to any individual, firm or corporation, or sub-contract the whole or any part of the services of the employe to any such individual, firm or corporation which he may deem advisable.

SIXTEENTH: It is further understood and agreed that if owing to any act of any public officer, board or commission, acts of God, War, strikes, lock-outs or other causes not under the control of the employer or not due to his neglect, whereby the production of motion pictures by the employer at his studio in Mamaroneck or elsewhere shall be directly or indirectly prevented or impeded so that the services of the employe would be directly or indirectly prevented or impeded then in such event the services of the employe hereunder shall be suspended until the resumption of operations at said studio or elsewhere shall be permitted by the removal of the conditions causing such prevention or obstruction of said productions and/or the rendition of said services of the employe therein, but in no event shall such suspension exceed a term of two months without the written consent of the employe.

SEVENTEENTH: It is further understood and agreed that the employer may have the privilege and the employe does hereby grant to the employer the privilege and option to continue this contract for an additional period of one (1) year, commencing on the ~~31st~~ 30th day of April 1922 at a weekly salary of Five Hundred ($500) Dollars for the first six (6) months of said additional period of one (1) year, and at a weekly salary of Six Hundred ($600) Dollars

for the second six (6) months of said additional period of one (1) year, salary to be paid weekly by the employer to the employe, subject to all the terms and conditions herein contained provided that on or before thirty (30) days before the expiration of the term of this contract the employer shall give notice in writing to the employe of the exercise of his option for said additional term, and upon the giving of which notice this contract shall ipso facto be extended for said additional term of terms.

It is further understood and agreed that the employer may have the privilege and the employe does hereby grant to the employer the privilege and option to continue this contract for a second additional period of one (1) year commencing on the 30st day of April 1923 at a weekly salary of Six Hundred ($600) Dollars payable weekly by the employer to the employe, subject to all the terms and conditions herein contained provided that on or before thirty (30) days before the expiration of the term of this contract the employer shall give notice in writing to the employe of the exercise of his option for said additional term, and upon the giving of which notice this contract shall ipso facto be extended for said additional term of terms.

It is further understood and agreed that the employer may have the privilege and the employe does hereby grant to the employer the privilege and option to continue this contract for a third additional period of one (1) year co mmencing on the 30st day of April 1924 at a weekly salary of Seven Hundred ($700) Dollars, payable weekly by

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the employer to the employe, subject to all the terms and conditions herein contained provided that on or before thirty (30) days before the expiration of the term of this contract the employer shall give notice in writing to the employe of the exercise of his option for said additional term, and upon the giving of which notice this contract shall ipso facto be extended for said additional term of terms.

It is further understood and agreed that the employer may have the privilege and the employe does hereby grant to the employer the privilege and option to continue this contract for a fourth additional period of one (1) year commencing on 31st day of April 1925, at a weekly salary of Seven Hundred Fifty ($750.00) Dollars, payable weekly by the employer to the employe, subject to all the terms and conditions herein contained provided that on or before thirty (30) days before the expiration of the term of this contract the employer shall give notice in writing to the employe of the exercise of his option for said additional term, and upon the giving of which notice this contract shall ipso fact be extended for said additional term of terms.

EIGHTEENTH: In addition to the employe's salary herein provided for it is understood and agreed that the employer will pay to the employe the following percentages of his profits derived from pictures in which the employe is starred and featured by the employer. The percentages of prifits are to be based upon the actual cash received by the employer in profits after first deducting all costs of the employer including overhead charges and the employe's salary, but she shall receive no percentages whatever from pictures in which she is not starred and features esclusive-

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ly; that is to say, if there are other stars in the picture and she is merely a co-star or if some other person is featured or starred over her she is to receive no percentages whatever of the employer's profits on said picture, said percentages above referred to being as follows:-

Five per cent (5%) of the employer's net profits in pictures in which the employe is starred and featured during the third year of this contract.

Ten per cent (10%) of the employer's net profits in pictures in which she is starred and featured during the fourth year of her contract.

Twenty per cent (20%) of the employer's net profits in pictures in which she is starred and featured during the fifth year of this contract.

Thirty per cent (30%) of the employer's net profits in which the employe is starred and featured during the sixth year of this contract.

NINETEENTH: If the employe shall break this contract in any way whatever, the profit provisions just recited shall immediately, ipso facto, become null and void, nor shall the employe be entitled to any further profits on any pictures as above provided for, or otherwise, or at all, after her term of employment under this contract has expired.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above written.

_____

_____

WITNESS:

_____

the year of the contract.

Twenty percent (20%) of the employer's net profits in pictures in which the employe is starred and featured during the year of this contract.

NINETEENTH: If the employe shall break this contract in any way whatever, the profit provisions just recited shall immediately, ipso facto, become null and void. Nor shall the employe be entitled to any further profits on any pictures as above provided for, or otherwise, or at all, after her term of employment under this contract has expired.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above written.

Carol Dempster

WITNESS:

DEMPSTERS

1924

April 30, 1920 2 years

Keane

April 20th 1920.

Mr. Oscar A. Price, President,
United Artists Corporation,
729 Seventh Avenue,
New York City.

Dear Mr. Price:

I beg to advise that the production of the motion picture "Romance" has been practically completed and as far as Miss Doris Keane's services are concerned her work therein has been practically completed, with the exception of one insert which will be finished at once; therefore there is due Miss Keane the sum of $75,000. pursuant to the terms of the contract had with her and Mr. Griffith and his accociates. Will you therefore kindly prepare a check at once for this amount payable to Mr. Griffith so that Miss Keane may receive these funds not later than tomorrow, April 21st. We are arranging to make immediate payment to Miss Keane to accommodate her since se sails for London Saturday next, and wishes to complete her banking arrangements before leaving.

Thanking you for your prompt attention to this matter, I remain

Very truly yours,

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM

ALICE KAUSER
DRAMATISTS' AGENT ✱ PLAYS
1402 BROADWAY, NEW YORK
CABLE ADDRESS: LINADORE, NEW YORK

MOTION PICTURE DEPARTMENT
R. L. GIFFEN
MANAGER

April 20, 1920

Keane

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York City

Dear Mr. Banzhaf:-

According to the information given me by Miss Keane, there remains but one scene, that of a vision in the epilogue, in which Miss Keane is concerned in the picturization of "ROMANCE", and as they are sailing on Saturday next, April 24th, may I ask that you request such studio activity as will complete her camera work as quickly as possible, since you know how difficult it is to secure steamship accommodations and a delay would be a very serious matter to Miss Keane as she has matters of great urgency requiring her presence in London.

You will remember that the contract calls for the balance of the contract amount to be paid upon the completion of Miss Keane's camera work, and I should therefore be very glad if you would take this matter in hand immediately so that there will be no possibility of a delay in that direction. In order that she may have time to make such banking arrangements as may be necessary in connection with her receipt of the check, might I ask that this be forthcoming immediately, even though the final scene be not finished for a day or so? Miss Keane is

ALICE KAUSER
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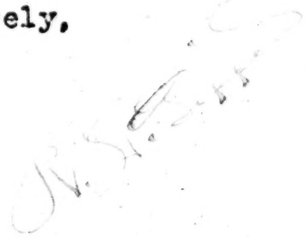
MOTION PICTURE DEPARTMENT
R. L. GIFFEN
MANAGER

willing to work day and night to insure the completion, and it would be a very great favor to all concerned if the financial arrangements could be completed at once.

Will you be good enough to telephone me upon receipt?

Sincerely,



April 20, 1920.

Registrar of Copyrights,
Copyright Department,
Washington, D. C.

Dear Sir:

I am enclosing herewith detailed synopsis of "THE IDOL DANCER", a D. W. Griffith photoplay production. The two copies of this film necessary for copyright proceedure have been sent to Mr. Fulton Brylawski. Will you please register this film and forward card to us at the above address.

Very truly yours,

Secretary to Mr. Griffith

SYNOPSIS

D. W. GRIFFITH PICTUREPLAY

"THE IDOL DANCER"

On Rainbow Beach, an island under the Southern Cross, the story is laid. A tale of love and adventure, of men out-stripped and buffeted by eddying fortune. The natives of the little village go about their peacefulltasks, under the spiritual guidance of the Reverend Franklyn Blythe, a missionary, stern as the granite hills of his New England home. Much stress is laid on the clothing worn by the women and clothes are a matter of feud between Donald, the missionary's little son and Pago, a native heathen much opposed to "pants".

The Reverend Blythe's household, besides his wife and son, consists of Pansy, a savage girl, who yields to missionary gingham but wriggles free from all other convention, and Peter, the missionary's first convert and most faithful assistant. Peter is fond of his religion - especially the high hat and frock coat part of it. Between Pansy and Peter there is considerable attraction but Peter cannot allow his dignity to be ruffled by the atrocious wriggles of the savage girl.

Among the few white people on the island, Old Thomas, a trader on the beach, is the most interesting. He lives with his foster-daughter, a vivacious, dark-skinned dark-eyed creature, strange mixture of races and disposition. He has long ago given up trying to understand her but makes a last desperate effort to induce her to give up her savage costume of a grass skirt and a few beads and don the missionary gingham. But she cajoles and, as usual, has her own way.

A bit of human wreckage somehow or other cast upon Rainbow Beach, is Dan McGuire, the Beachcomber. Without the courage to run the race - without illusions - without dreams, save sometimes perhaps that he might have been a better man in the distant land from which he came. He finds it easy to eke out a living here where nature supplies most of the wants of life and with plenty of gin he does not lack consolation. Lying on the beach in a drunken stupor, he is found by Mary, dancing on her way in and out of the waves in happy abandon. Not realizing that the man is intoxicated she tries to warn him of his danger from the incoming tide. But one whiff of his breath and she knows but still she helps him to his feet and staggers to Old Thomas's hut with him.

The trader is disgusted with her find and tries to get some information from the stranger. But somehow Mary has taken a fancy to the drunken beachcomber and persuades her foster-father to keep him with them until he sobers up. The man had seen much and travelled far but it pleased his fancy to tell the old man and girl wild tales of adventures never really known - of cities never visited. Old Thomas was something of a liar himself but the superior quality of the Beachcomber's yarns win his admiration and undying friendship while Mary only laughs.

Thousands of mils away in a New England village, Walter Kincaid, the missionary's nephew decides that he must seek a softer climate for the menace of a dangerous illness. Walter has led a narrow restricted life - his most serious moral offense has

been kissing his cousin in a dark hallway - and perhaps it is as much to escape his dull, repressed life as to seek a softer climate, that he sets forthfor the South Seas. There is much preparation at Rainbow Island for the coming of the white lad. The girls are given new gowns and Pansy is vainly scolded for her strange antics.

Coming to Old Thomas' hut to try to induce Mary to wear the missionary gingham, Reverend Blythe and Peter encounter the Beachcomber. He laughs at their invitation to come to church and they turn to Mary with the gingham dress. She refuses absolutely and when Peter stays behind to try to succeed where Mr. Blythe had failed she drives him away with anything coming handy.

Finally Walter Kincaid arrives and a trader's boat brings him from the steamer. He is m[illegible] met by the natives in gala attire and is much shocked by Pansy's wriggles for his especial benefit.

Camped on the other side of Rainbow Island is a notorious Blackbirder and his band of tawny natives, black head-hunters and fierce cannibals from the Solomon Island. He hears of loot stored in the missionary village and wanders down at the head of his band which he keeps in practical slavery by generous use of the lash and of gin.

The argument concerning pants - to wear them or not to wear them - is getting serious between the two little boys. It is now a question of their respective God's choice in the matter and is settled to the black boy's satisfaction by blows. The black's triumph is great until the missionary comes along and finds the little savage holding his son under water. He declares it is all right - that the white god is so strong he will not let Donald drown. The missionary leads Donald away but in Donald's heart is a fierce vow to make the black wear those pants yet!

Another conflict of wills between atheist and believer is going on between the Beachcomber and Walter Kincaid. In half fearful admiration of the Beachcomber's creed - to live, to love, to wander strange cities, to know life - he feels a stirring of his sluggish blood and a vague, tempting dream that some day he too may lead a life of mad adventure, the right of youth in springtime. His dream is colored by visions of the gorgeous Mary in barbaric array flashing in and out of the waves and through the tropic forest. She early takes a fancy to the white boy and invites him to share with the Beachcomber the hospitality of the Trader's hut.

Here Kincaid was given an opportunity to see an entirely different phase of life. As Mary danced the ancient heathen dances of her people he watched - and wondered. His puritan blood sometimes pounded guiltily at his cheeks but he could not help but feel flattered when she snatched the musical board away from the Beachcomber and gave it to him to play, after the Beachcomber, through jealousy of the frail boy, had twice purposely beat out of time.

In the swooning odor of magnolia bloom in the tropic night, the Beachcomber swept away by his passionate love for this alluring feminine flower sweeps her into his arms and coming down to the beach lawless love on a distant island. But the memory of what Old Thomas had done for him and his love for the girl, Mary, hold him back and he releases her. But she draws a dangerous knife from her belt and threatens that if he ever dares to touch her again she will not hesitate to use her weapon.

The girl slips away from the trader's cottage to dance her heathen dances before a secret idol in the heart of the jungle. Here the savage chief, on his search for treasure, sees her and decides she is a pearl more radiant than any nestled in the translucent bosom of the sea. As Mary dances, ignorant of any danger on one side, Kincaid watches admiringly, on the other the Beachcomber watches with adoring, jealous eyes, while the black chief and the blackbirder watch with lascivious, profane eyes as they circle closer to grasp their prey.

As Kincaid sits watching, rapt in admiration, the black Chief comes slowly behind him and is not discovered until he stands over the weak boy. He is frightened beyond words and the Chief's jest that "Me stick one man - one knock on head - maybe you next." strikes panic to Walter's very soul. But somehow managing to secure his revolver he holds it shakily into the black's face and he retreats.

In the meantime the blackbirder has come upon the Beachcomber where he stands watch, but a vicious knife and the command to "Get back - find yourself where you came from -" is enough to make him fall back and for the present, leave Mary alone. He returns to his camps but has not given up the idea of securing this dainty morsel for his Kava house.

Mary's high spirits and Kincaid's infatuation lead them into play that is too rough for his delicate strength and when a fit of coughing weakens him the primitive motherhood of all girl children goes out to the boy and maybe, too, something more.

The Beachcomber sees the growing attachment of the two and again seeks consolation in his old friend - rum. Mary finds him on the beach, and at first, thinking him only asleep, places behind his ear the flower of love - a binding pledge between man and maid. However when his real condition dawns on her she angrily throws the flowers away and leaves him.

The Chief in his wanderings has met Pansy and all her savage nature responds to his fierceness and she cheerfully agrees to the tribal ceremony of matrimony - having her front teeth knocked out. Peter is duly shocked, if not a little sorry when he witnesses this ceremony.

Sunday morning and the huge gun that once called the natives to battle now brings the converts to church. Kincaid is particularly interested in this gun, whose boom can be heard for twenty miles.

At last Donald Blythe's revenge comes when he successfully gets the pants on the black and has the satisfaction of forcing him to go to church in them.

While the converts on the island are at church the blackbirder and the Chief are plotting, Mary and Walter Kincaid are together at her shrine in the jungle. She half playfully persuades him to call on the devil-devil to drive away the evil spirits that make him cough. Together they dance and weave the spell of heathen worship until the missionary, taking a short cut to the church - happens on them. His anger at finding his nephew with the wreath, a heathen symbol, around his neck in such a place with Mary whom he calls "A loose girl!" is terrible and her orders the boy home. The boy resents the reference to Mary but a coughing spell that prostrates him stops all further argument.

In the meantime the black chief is using Pansy as a means to attack the village. He instructs her to bring him all the fire arms from the missionary house which she does and the blackbirder and his gang prepare the attack.

As Mary prays before her idol in the forest after Kincaid leaves the Beachcomber comes to her and furious with jealousy he upbraids her. He tells her that she considers herself too good for him to even touch - but hour after hour she is with the sick boy. In his jealous rage he accuses her and almost striking her stalks away through the forest to spend a love-tortured, sleepless night. But through the same night Mary wanders also along the beach, trying to read her own heart.

The boy, deathly ill, calls for his companions and conquering his prejudice, the missionary goes for Mary and the Beachcomber. Surprised, they come to the sick boy's bedside and he seems to find comfort in their presence. Taking the Beachcomber's

hand he tells him "Remember, there IS something afterwards! My - my own brother."

The boy falls into a healthful sleep after their visit and the Beachcomber goes out on the beach turning over and over in his mind that sweet new word "Brother". Mary anxiously inquires of the missionary if there is not something she can do but he tells her they can only trust in God. With a new idea she goes to her idol in the woods and taking it from its place throws it into the sea. Then she returns to see whether or not God has found such favor in her act as to cure the boy.

The Beachcomber throws himself on the beach in a great prayer of renunciation - in his new repentance he prays that if Mary finds greater happiness in the love of Kincaid that she may have him.

At the blackbirder's camp he cruelly beats a sick slave, who runs away to the missionary for protection. The blackbirder hearing that the men have all left the village preparesthe attack.

Old Thomas is astounded when the Beachcomber comes to him for work and takes him as one of his crew on an expedition to a distant island.

When all the men have left the village the blackbirder takes the missing slave as an excuse and comes down and demands permission to search the missionary's house. This the missionary refuses and the blacks point to Old Thomas' burning hut which they have lit. But the missionary, protecting his flock and the poor, beaten slave, defies the villains. They barricade the house and prepare for fight. They discover their weapons have been stolen.

Walter Kincaid, recovered from his illness, thinks of the great gun outside and sees at last the Great Adventure - he will risk his life to beat it and call back the men of the village. While the savages beat at doors and windows and the frightened women hide within the house he goes out and fighting his way thru the blacks beats the huge tom-tom again and again. At the distant island the villagers hear the strange call and immediately set off for home. Old Thomas also and the Beachcomber turn in their track and row swiftly back to the Island.

The blacks succeed in breaking into the house and the last door is being broken down. A blow from a native axe strikes the boy and he falls at his heroic task. The trader's boat is the first to land and the men quickly go to the rescue. There is a fight outside the house and the girl is rescued just as the blackbirder has her in his arms ready for flight.

The blacks thoroughly routed they find the boy dying by the side of the drum. He dies in the Beachcomber's arms and to him he calls "Brother".

Frantically the missionary and his wife search for their son. He and the native boy however, have been safely tucked away in a cupboard and are safe and sound. While the savage excitedly tells his side of the story Donald has trouble in keeping him properly clothed.

The savages chase Peter through the woods but when they see all is lost for them abandon the chase and Peter immediately resumes his dignity.

The Beachcomber decides to seek a new life and comes to his canoe with all his worldly belongings when Mary comes down and he discovers that she has loved him all the time.

Then there is a great celebration on the island and at last the Beachcomber comes to church - to be married to Mary, at last in the hated gingham gown but with roses in her hands and flowers behind her ears. And they travel at last the warm white path of velvet moonflowers to the Land of Dreams fulfilled.

The End.

CONTINUITY

1	Title	THE IDOL DANCER A story of The Southern Seas
2		Copyright 1920 by D. W. Griffith
2	Title	Story by Gordon Ray Young Photographed by G. W. Bitzer
3	Cast	CAST OF CHARACTERS The beachcomber----------Richard Barthelmess White Almond Flower----------Clarine Seymour Walter Kincaid----------Creighton Hale Rev. Franklin Blythe----------George MacQuarrie Mrs. Blythe----------Kate Bruce Peter, a native minister--------Porter Strong Pansy----------Florence Short The Blackbirder----------Anders Randolph Chief Wando----------Walter James.
4	Title	Note--Anyone advertising a picture as a Griffith production without the name "Griffith" and trademark "DW" on each film is guilty of fraudulent advertising.
5	Title	On Rainbow beach, a romance island under the Southern Cross, is our story laid. A tale of love and adventure - of men outstripped and buffeted by eddying fortunes -- of lotus eaters in ragged garments.
6		Long shot Men carrying fish, by beach
7		Canoes on island, people around shore, girls and boys talking to men in canoe.
8		S.C. Canoes, some natives on.
9		People on shore, men in canoes, girls on shore.
10		C.U. people on shore, women talking to men in canoe
11		Landing of canoe.
12	Title	The edge of the village, on one side the sea, across a narrow strip of land, and inland bays.
13		Canoe seen on land, boy sitting in canoe.
14		Palm, Panorama
15	Title	In this village the calico wrapper marks the missionary girls from their unconverted heathen sisters clothed in a few beads and a very little grass.

16		L. S. Village insert.
17	Title	Pago, a native savage
18		Two boys, C. U. one is Pago, both playing.
19		Boy in front of hut, L. S. fixing fishline.
20		Continue #19 S.C.U.
21	Title	Donald Blythe, the island's only white boy.
22		C.U. Boy in front of hut, fixing fishline.
23		Continue #22
24		Interior Missionary house, Mr. and Mrs. Blythe on Pansy working, Peter standing by Blythe.
25	Title	The Reverend Franklyn Blythe, a missionary stern as the granite hills of his New Hampshire home.
26		Semi C. U. Missionary and wife
27	Title	Peter his first convert and most faithful assistant a native minister who enjoys his religion -- particularly in a long coat.
28		Interior missionary hut, S.C.U. Missionary and wife.
29	Title	Spectacles for beauty's sake from which the glass has been removed.
30		C.U. Missionary talking to Peter.
31		Long shot, Interior missionary hut.
32	Title	A savage flower, who yields to missionary clothes, but wriggles free from all other conventions.
33		S.C.U. Peter and Pansy, Pansy is trying to impress Peter with peculiar wriggles.
34		L.S. Interior missionary hut group on.
35		Pansy flirting with Peter.
36		L.S. Missionary Hut, Blythe, wife, Peter and Pansy on.
37		Exterior Hut , boat on sand.

38 L. S. Traders Hut, Thomas working. Interior.

39 Title Old Thomas, a trader on the beach, very much perplexed by the strange, sweet, exotic maidenhood of his adopted daughter.

40 Trader and Seymour, S.C.U. Seymour sitting by Thomas, Thomas working.

41 Title Blood of vivacious France, inscrutable Java and languorous Samoa mingle in her veins, the natives have given her a beautiful name meaning "White Almond Flower" but old Thomas calls her Mary.

Clarine Seymour.

42 S.C.U. Seymour, fixing wreath of flowers.

43 S.C.U. Seymour trying wreath of flowers on.

44 C.U. Thomas, working.

45 Title A veritable savage, though she keeps aloof from the natives, wandering about lonely, shunning friendship - a curious little creature of boldness, yet timidity.

46 S.C.U. Seymour, fixing flowers.

47 Thomas and Seymour. S.C.U. Seymour shows wreath to Thomas.

48 Title "Say, why don't you get some clothes on?"

49 Thomas and Seymour, Thomas trying to induce Seymour to put on Missionary dress.

50 C.U. Seymour, pleading with Thomas, smells dress.

51 Title "No, Daddy, please -- it smells missionary.

52 C.U. Seymour pleading.

53 S.C.U. Thomas and Seymour, kisses Thomas, puts arms around neck.

54 Title "Oh, wear anything you like!"

55 S.C.U. Seymour and Thomas, Seymour overjoyed throws dress on floor.

56 L. S. Traders hut, interior, Seymour exits.

57 Exterior traders hut, Seymour walks away from hut.

58 Title Dan McGuire, the beachcomber, a derelict thrown upon the shores by shifting waves and winds of many adventures.

Richard Barthelmess.

59		L. S. Beachcomber on palm beach.
60	Title	He had left a passing ship to eke out a carefree life combing the beaches for cast up wreckage -- and an easy way to make a living where generous nature supplies most of the wants of life.
61		S.C.U. Dick, Tears in eyes.
62	Title	Without the courage to run the good race -- without illusions -- without flutes -- without dreams -- save that he might have lived a better life in the distant land from which he came.
63		C.U. Dick laughing, wipes away tears.
64		L. S. Dick on palm beach.
65	Title	Gin his only consolation.
66		S.C.U. Dick drinking Gin
67		C.U. Dick drinking Gin
68		Jungle, Seymour passing, sees something in distance.
69		Seymour picking flowers, exits.
70		Dick on beach, goes towards water falls on ground.
71	Title	Playmate of the sunshine and the sea.
72		L.S. Beach -- Seymour dancing.
73		S.C.U. Seymour playing with waves.
73		Seymour swimming L. S.
74		Seymour swimming, C.U. Waves.
75		Swimming long shot.
76	Title	That same morning.
77		Long shot, palm Beach, Seymour on. Dick on ground.
78	Title	"Get up! The tide will get you."
79		Palm beach, Seymour on, Dick on ground.

END OF REEL ONE

80		Exterior Traders hut, Seymour dragging Dick on
81		Interior hut Seymour bringing in Dick

82		S.C.U. Seymour and Dick, she drops him on seat.
83		C.U. Trader, looks surprised.
84	Title	"You're always bringing something home."
85		C.U. Thomas, very indifferent.
86		C.U. Dick, drunk
87		S.C.U. Dick and Seymour, she looks at him and laughs
88	Title	"What's your name?"
89		Dick and Seymour on, Dick trying to talk, too drunk
90		C.U. Dick drunk
91	Title	"Johnson's Gin."
92		C.U. Dick drunk
93		Seymour and Dick on, she walks away from Dick to Thomas.
94		L.S. Interior traders hut, Seymour talking to Thomas.
95	Title	"Daddy, shall we keep it or drown it?"
96		C.U. Trader and Seymour, Thomas looks at Dick.
97	Title	"Drown it!"
98		Seymour and Trader, Seymour laughs
99	Title	But they decide to keep it.
100		C.U. Dick, falls, to floor.
101		Interior traders hut, Seymour and Thomas look at Dick.
102	Title	Thousands of miles away -- a New England village, the home of Walter Kincaid, the missionary's nephew.
103		Long shot snow scene
104		Winter street scene, children on sleds, in line being pulled by big sleigh.
105		Branches of snow and ice covered trees, panoraming to church
106		S.C.U. Hale and mother, front of churc.
107		Insert of church bell rining.
108		Hale and mother looking at church bell.

109	Title	Walter Kincaid, an invalid, whose greatest moral offense has been kissing his cousin in a dark hallway, for which he has been duly repentant.
110		C.U. Hale coughing.
111		C.U. Hale and mother walking in church steps.
112		L.S. Church entrance, they walk in, Fade out.
113		Fade in, Exterior traders hut, Seymour, Thomas and Dick on. Dick talking.
114		C.U. Dick talking.
115	Title	He has seen much, but it pleases him to tell glowing tales of adventures never really known -- of cities never visited. Lies? Well perhaps an opalescent radiance thrown upon his past.
116		C.U. Dick talking and laughing.
117	Title	Old Thomas is something of a liar himself, but the superior quality of the Beachcomber's stores win his undying friendship.
118		Interior hut, group on, telling stories.
119		S.C.U. Dick and Seymour, Dick talking suddenly notices Seymour.
120		C.U. Dick attracted by her actions
121		C.U. Seymour flirting.
122		C.U. Dick smiling.
123		C.U. Seymour, smiling at Dick.
124		C.U. Dick, still looking at her.
125		Group in traders hut, he laughs, turns away, starts to talk again.
126	Title	A letter tells Franklyn Blythe that his New Eggland nephew is leaging to visit him.
127		Interior missionary hut. Blythe brings letter in reads it to Mrs. Blythe.
128	Title	Perhaps as much to escape his dull, repressed life as to seek in a softer climate release from the menace of his illness, Kincaid sets forth for the South Seas.
129		Exterior of Hales house.
130		Hale and mother S.C.U. Walking away from house.

131		Hale entering auto, C. U. Chauffeur helps Hale in.
132		Exterior of house, Auto drives away.
132A		Ships in fog
133		Interior missionary hut
134		Exterior missionary hut, natives walking around
135		C.U. of white boy, Donald
136		Exterior missionary hut, natives parading up and down
137		Interior missionary hut, Bruce and Savage girl, Bruce sewing, Pansy about work.
138		C.U. Bruce and Pansy, Bruce scolds Pansy, sends her about work.
139	Title	"Me be good girl, Missy"
140		Bruce and Savage girl, Pansy comes to Bruce, then walks away to background.
141		L.S. Interior missionary hut, Pansy and Bruce on.
142		L.S. Interior traders hut, Seymour dusting table, Dick sitting by.
143		C.U. Seymour cleaning, Dick and Seymour on.
144		L.S. Interior traders hut, Dick and Seymour on.
145		L. S. Exterior traders hut. Missionary and Peter enter, walk towards entrance of hut
146		L.S. Interior traders hut, Seymour and Dick on.
147		L.S. Exterior traders hut, Peter and Missionary go in.
148		S.C.U. Missionary and Seymour, Missionary does not notice her.
149		S.C.U. Missionary and Seymour, and Dick Missionary speaks to Dick.
150		C.U. Missionary tells Dick to go to church.
151		C.U. Dick resentful
152	Title	"If you wait 'til I come to your church, there'll be ice on the South Seas.
153		C.U. Dick, Dick turns away and out of hut.

154		S.C.U. Missionary Peter and Seymour, missionary turns where Seymour was, Seymour hides in back.
155		Exterior hut, Dick waling away.
156		S.C.U. missionary, Peter and Seymour, Seymour hiding from missionary, by standing in back of him.
157		S.C.U. Missionary and Seymour, Seymour goes to other side as he turns away. Finally she stands still and he talks to her.
158	Title	"We want you to set an example to the other girls by wearing this beautiful dress."
159		C.U. missionary and Peter, he takes dress from Peter.
160		Missionary gives dress to Seymour.
161		C.U. Seymour takes dress, throws it at missionary.
162		S.C.U. Missionary and Seymour, he stands surprised removes dress from face.
163		Missionary Peter and Seymour. Missionary exits.
164		Exterior traders hut, missionary walking away.
165		Seymour and Peter, insisting that she take dress.
166	Ttile	"Oh, Lady, Lady, I insist!"
167		Seymour and Peter, Seymour takes dress, throws it at him, argues, stamps feet.
168		L. S. Traders Hut, Interior Seymour arguing with Peter
169		Exterior Traders hut, Dick walking about
170		L. S. Traders hut. Exterior, Dick hears argument.
171		Exterior Traders hut, rushes to door, goes in.
172		Interior, Dick throws Peter out
173		Exterior of traders hut, Seymour and Dick chasing Peter away, Peter running.
174		C.U. Exterior hut. Seymour and Dick throwing rocks at Peter
175		S.C.U. Dick and Seymour laughing
176		S.C.U. Seymour and Dick, talking and laughing
177		C.U. Seymour, shyly smiling at Dick.
178		Ship on sea, several harbor boats.

179	Title	Kincaid arrives, a traders boat brings him from the steamer.
180		Bay scene arrival of Hale
181		S.C.U. Missionary and Hale, walking hy and talking to natives.
182		Bay scene.
183		Village scene, people gathered around Hale
184		S.C.U. Bruce greeting Hale.
185		Exterior missionary hut, Missionary, wife, Hale and natives with trunk walking to door of hut.
186		Hale entering hut.
187		Interior missionary hut, Pansy dancing
187		Exterior, people entering house.
188		L. S. Missionary hut, interior, Hale on, Pansy inspecting him.
189		S.C.U. Pansy and Hale, Pansy trying to attract his attention.
190		S.C.U. Missionary and wife talking.
191		S.C. Pansy and Hale, he sees Pansy, embarrassed turns away.
192		Missionary and wife, Bruce suddenly notices Pansy
193	Title	"Why, Pansy! Behave yourself!"
194		Interior Missionary hut, all talking.
195		Outlaws camp, long shot, natives on, carrying boxes
196	Title	A notorious blackbirder and ocean outlaw wanders into Rainbow beach seeking prey.
197		C.U. Bandit
198		L. S. Outlaw camp
199	Ttile	Camped on the other side of the island with his tawny natives, black head-hunters and fierce cannibals from the Solomon Islands.
200		Schooner in bay, natives carrying boxes from boat.
201	Title	Wando, his chief -- etc.
202		Chief Wando in jungle, walking to foreground.
203		Wando emerging from jungle

204		Natives working, schooner in bay.
205	Title	By fear and gin he keeps his men practically in slavery.
206		C. U. Bandit and slave, Bandit giving orders to slave.
207		Wando emerging from jungle
208		Schooner in bay, natives working.
209		C.U. Bandit and Wando on, Wando hands him something he had in hand.
210		Insert hand holding pearls.
211		Wando and Bandi, Bandit laughs, puts pearls in pocket
212		Schooner in bay, natives carrying boxes.

END OF REEL TWO.
REEL THREE

213		Bays near water edge, two boys enter
214		C.U. Savage boy
215		C.U. White boy
216	Title	"Say, where's your pants?"
217		L.S. Two boys, savage boy gets mad talks to white boy
218	Title	"My devil-devil god says I don't have to wear pants."
219		L. S. two boys arguing.
220		C. U. White boy talking madly
221	Title	"Oh, your god's no good -- my god's here, there, everywhere"
222		C. U. white boy, in argument.
221		C. U. Savage boy in argument.
221	Title	"There's mine right there!"
222		Close up savage boy pointing in direction of idol
223		Insert idol.
224		C.U. Savage, going towards white boy.
225		C.U. White boy, going towards savage boy.
226		Boys fighting.
227		C.U. fight, Savage takes him into water

228		L.S. Boys fighting, savage boy holds him in water.
229		Fight, missionary on, very alarmed.
230		Missionary saving white boy, takes him away from savage boy
231		C.U. Savage boy, talking to missionary.
232	Title	"Don't worry! His God so strong won't let him drown."
233		C.U. Savage boy talking to missionary.
234		S.C.U. missionary and white boy, missionary scolding savage boy
235		L.S. missionary and two boys, white boy wiping face, savage boy laughing, missionary scolding both.
236		S.C.U. Savage boy, watches them go away.
237		L.S. Savage boy, dancing and jumping.
238	Title	The conflict of wills between atheist and believer.
239		L. S. Dan and Hale talking.
240		S.C.U. Hale and Dick talking.
241		C.U. Dick, laughing and talking.
242	Title	"WOMEN! Take them, love them, leave them! KILL the other men who reach for them, fight the sea; travel the crooked, shadowed streets of strange cities; then come back to the beach, and you'll know you've lived!"
242		C.U. Dick
243	Title	"And then - what?"
244		C.U. Hale, rather shocked, and surprised.
245		C.U. Dick, laughing
246		S.C.U. Dick and Hale, Dick continues to talk.
247		S.C.U. Seymour in back, looking at Dick and Hale smiling.
248		Dick and Hale, Dick points to Seymour laughs and walks away.
249		Seymour in boat, coming towards jungle.
250	Title	Kincaid's vague, tempting dream that some day he too may lead a life of mad adventure, the right of youth in Springtime.
251		S.C.U. Dick and Hale talking.

252		C. U. Hale, smiling, thinking.
253		L. S. Hale and Dick, Hale walks away, Dick goes other way.
254		L. S. cocoanut grove, Seymour can be seen up on tree
255	Title	The cocoanut grove.
256		Seymour on top of tree, picking nut.
257		L. S. Cocoanut grove.
258		S.C.U. Hale walking towards foot of tree.
259		C.U. Seymour on tree, throws cocoanut on ground.
260		Hale at foot of tree, is hit on back by nut
261		Seymour on tree, sees Hale
262		Halée at tree, looking at Seymour
263		Seymour at tree, starts to come down.
264		Long shot cocoanut grove, Seymour can be seen descending from tree.
265		Hale at foot of tree, looking at her coming down
266		Seymour and Hale at foot of tree, talking.
267	Title	The mystic visions of her people move through the exotic coloring of her dance. Note: Hers are an old people -- so old they know the follcies of civilisation. They sold ivory peacocks to the Phoenicians in the time when Solomon built his temple.
268		Interior Traders hut, Thomas in background, Dick on one side and Hale on the other.
269		S.C.U. Dick and Seymour, Seymour has drum in hands.
270		Long shot, Seymour dancing, Dick is playing drum.
271		C. U. Dick playing, looking at her dance.
272		S.C. U. Seymour dancing.
273	Title	Kincaid early found time to see a new phase of life in the old traders hut.
274		C. U. Hale, watching Seymour dance.
274	Title	True daughter of Eve -- playing one against the other - which?

275		C. U. Seymour, dancing, looking one side first then the other.
276		C. U. Dick jealous expression on his face.
277		C. U. Seymour, dancing and smiling at both.
278	Title	His puritan blood pounds guiltily at his cheeks.
279		C. U. Hale apparently blushing, uneasy
280		C. U. Seymour dancing
281		C. U. Dick, playing
282		C. U. Seymour, looks at Dick as he misses time
283		S. C. U. Seymour dancing.
284		S.C.U. Dick and Seymour, she scolds him.
285		S.C.U. Seymour dancing again
286		C. U. Hale, looking at her dance
287	Title	Through jealousy, the Beachcomber twice purposely beats out of time.
288		L. S. Seymour and Dick, He misses time again, she is angry.
289		C.U. Seymour and Dick, she takes drum from him starts to hit him over head with it, walks away.
290		Long shot interior traders hut, Thomas, Seymour Hale and Dick on.
291		S.C.U. Seymour and Hale, Seymour gives him drum
292		C.U. Dick, very mad, looking at Hale and Seymour.
293		S.C.U. Seymour and Hale, she is showing him how to beat drum
294		L. S. traders hut, group on, Seymour dancing
295		Sunset, Panoram
296	Title	Amid the swooning odor of magnolia bloom he sighs an amorous love song
297		S.C.U. Dick and Seymour, Dick sitting on log, Seymour sitting by his side on ground
298		musician playing, one string instrument.
299		C. U. musician playing
300		S.C.U. Dick and Seymour looking at each other.
301		C. U. Dick looking at Seymour.

302		C. U. Seymour looking at Dick
303		S.C. U. musician playing
304		C. U. Dick and Seymour
305		C. U. Dick
306	Title	Love, music - Love, dreams - Love, moonbeams.
307		Clouds, moonbeams.
308		C. U. Seymour, looking at clouds.
309		C. U. Dick starts to take her arm, hesitates.
310		L. S. Dick and Seymour.
311		Longer shot Dick and girl, giving view of jungle in background
312		L. S. Girl walks over to tree, looks back at Dick
313	Tit	L. S. Dick looking at Seymour
314	Title	Swept away by his passionate urge for this alluring feminine flower.
315		L. S. Girl at tree, she stands against tree looks at Dick
316		S.C.U. Dick and Seymour. He comes to her.
318		C.U. She smiles at him, stands at other side of tree
318		Jungle scene
319	Title	The fires of youth flame to a mad dream of lawless love on a distant isle
320		S.C.U. Dick and Seymour, he takes her in his arms, walks towards canoe on shore, starts to put her in
321		C.U. Dick - He stops to think, drops her, still holding her, fade out.
322		Interior traders hut, fade in and out, Thomas, Dick and Seymour sitting in hut talking
325		C.U. Dick, fade in. Expression of face changes he looks at her
326	Title	But conscience --
327		C. U. Dick, he releases her

328		S.C.U. Seymour, she is angry, takes knife from waist
329	Title	"If you ever dare to touch me again -- I'll ---"
331		C.U. Seymour threatens with knife
332		C.U. Dick, surprised as he sees knife
333		S.C.U. Seymour, she starts to walk away
334		L.S. Dick and Seymour he looks away guiltily does not say anything.
335		C.U. Dick, looks at her
336		L. S. Dick following her with his eyes as she disappears, fade.

END OF REEL THREE
REEL NO. FOUR

337		Camp scene, Wando and Bandit talking, they walk away
338	Title	The Chief excited by a rumor that a new catch of pearls is stored in the missionary's village ---
339		Camp scene, Wando and Bandit talking.
340		Interior missionary room, Hale starts to exit Missionary gives him gun, Hale exits.
341	Title	Slipping away in the moonlight to dance the old heathen dances.
342		Dancing in the moonlight
343		L. S. clouds, moonbeams
344	Title	They find a pearl more radiant than any nestled in the transcluscent bosom of the sea
345		C.U. Wando and Bandit, standing over precipice.
346	Title	Her playhouse - the ruins of a native house of idolatry.
346		Seymour dancing, uncovers idol, dances in front of it.
347		Bandit and Wando, start towards playhouse.
348		L. S. clouds, moonbeams.
349		S.C.U. Seymour dancing, kneels by idol
350	Title	Close on one side ---
351		S.C.U. Hale, looking at her, sitting by palm tree.
352	Title	--- Admiring eyes

353		S.C. U. Hale
354		Seymour Dancing by idol
355	Title	On the other ---
356		S.C.U. Dick standing by tree, looking at Seymour dance
357	Title	--- adoring, jealous eyes.
358		C. U. Dick smiling
359		Seymour dancing to idol
360	Title	Profanee eyes
361		S.C.U. Bandit and Wando, Bandit talks to Wando, laughs
362		C.U. Bandit and Wando, Wando very enthusiastic.
363	Title	"She would look good in thy Kava house Thou pig with a black face."
364		C.U. Bandit, looks at Wando, budges him.
365		C.U. Chief, mouth watering, smiling as he looks at Seymour.
366		C.U. Bandit looking at Seymour
367		Seymour dancing to idol
368		C.C.U. Bandit and Wando, Bandit speaks to Wando they start to walk away.
369	Title	"She goes back with us."
370		Wando and Bandit, come towards girl dancing.
371		Brush, jungle, they separate, Bandit goes one way, Wando the other.
372		L.S. Hale and Wando, Wando runs into Hale.
373		S.C.U. Hale scared.
374		Hale scared, Wando threatening calmly
375		L. S. Wando still talking to Hale, Hale scared.
376		Hale and Wando, Wando shows Hale two skulls
377		S.C.U. Hale, scared as he sees skulls.
378		Wando points to left hand side skull
379	Title	"Me stick one man - one me knock on head maybe you next."

380		L.S. Hale and Wando, Wando showw him how he pierced man with weapon.
381		S.C.U. Hale scared moves back
382		Hale feels pocket
383		S.C.U. Hale takes gun out of pocket, points at Wando
384		L.S. Hale and Wando, Wando walks away
385		S.C.U. Bandit, comes towards Dick.
386		S.C.U. Dick and Bandit, Dick threatens with knife.
387		Seymour dancing, unaware of anyone's prescence.
388		Bandit starts to walk away
389	Title	"Get back - find yourself where you came from."
390		Bandit walks away, exits.
391	Title	Returning to his camp
392		Camp, L. S. Bandit and sick slave on
393	Title	The game is beyond the invalids power to play
394		woods Hale and Seymour running
395		Woods, Hale and Seymour running, Hale is exhausted.
396		Woods, Hale sits on tree, coughing.
397	Title	"What's the trouble? Can I help you?"
398		Hale sitting on tree coughing.
399		S.C.U. Dick watching Seymour and Hale, angry
400		C.U. Hale and Seymour, he ceases coughing.
401	Title	Perhaps the primitive motherhood of all girl children went out to the sick boy, and also -- perhaps --
402		S.C.U. Hale and Seymour, talking she puts arm around his neck.
403		C.U. Dick, angrily watching this, takes out knife puts it back again.
404		She removes arm, from his shoulders, talking
405		C.U. Dick starts to walk away stands still watches them again.
406		S.C.U. Hale talking to Seymour, fade out.

407		New York street tower, fade in
408		New York elevated train, and street, fade out.
409		S.C.U. Hale and Seymour fade in, she seems amused.
410		S.C.U. Dick, walks away
411		L.S. Hale and Seymour, Hale walks away.
411½	Title	So, then ---
412		L.S. Dick at shore, with gin bottle drinks and falls on ground.
413	Title	A flower behind the ear of man and maid, becomes a binding pledge of love.
414		Dick at shore, L.S. laying on ground, Seymour walks toward him.
415		S.C.U. Dick and girl, Seymour places flower on his ear
416		Seymour starts to kiss him, smells breath, takes flower away, also off of her own ear, walks away
417		Wando at tree, singing a love song
418		Jungle scene Pansy appears
419		S.C.U. Wando sees Pansy
420	Title	The tender answering love call - ?
421		C.U. Pansy shaking starts toward Wando
422		Wando opens arms, calling Pansy
423		Pansy coming to Wando
424		Wando, C. U arms out
425		Pansy comes to Wando, shakes
426		Ungle, Peter appears behind tree.
427	Title	The etiquette of tribal matrimony; (Actual custom)
428		Wando and Pansy at tree talking.
429		C.U. Wando and Pansy talking. He points at her teeth asks her if she is willing to have them knocked off She hesitates, consents.
430		S.C.U. Peter looking at Pansy and Wando, shocked.

431		Wando gives Pansy heavy blow knocks two teeth out She holds mouth tight, then throws teeth out, they embrace.
432		Peter shocked
433		S.C.U. Pansy and Wando embracing
434		S.C.U. Peter walking away, holding hands up
435		Wando talks to Pansy
436		Walking through jungle, Peter looks back, exits
437		Wando and Pansy, Wando is talking to her, asks her to get something, she says no, first, he looks at her fiercely, she says yes.
438		People at tree trunk, natives laughing and talking
439	Title	Sunday. The drum that once called the battle now brings the converts to church. Note: The boom of these drums can be heard for twenty miles.
440		S.C.U. group at drum, one native pounding drum. Missionary wife, and Hale close by, holding hands to ears.
440A	Title	After a secret course of training.
441		Donald approaches Savage boy, with a pair of pants in his hands.
442	Title	"Put those pants on and go to church.

END OF REEL FOUR

443		Savage boy refuses, Donald goes for him with blows.
444		People at missionary's house, at drums, Pansy takes down all weapons, carries them out.
445		Donald giving Savage boy blows, knocks him to ground
446		L. S. boys fighting.
447		C.U. fight, Donald has him on ground, sits over him.
448		S.C.U. Donald slipping pants on Savage boy
449		C.U. Savage boy starts to take them off.
450		S.C.U. boys fight, they start to fight again.
451		L.S. Savage boy walking away, pushing pants down
452		S.C.U. Donald makes him push them up.

453		L.S. house, people coming in for services.
454		S.C.U. two boys walking towards village
455		Wando and Pansy by tree

END OF REEL FOUR
REEL FIVE

456		L.S. Hale and Seymour, standing by idol, Hale has ceased coughing.
457	Title	"Call on the devil-devil and he will drive away the evil spirits that make you cough.
458		Seymour talking to Hale
459		C.U. Hale smiling at her
460		L.S. Seymour and Hale, she uncovers idol, starts to make peculiar motions.
461	Title	Weaving the spell
462		C.U. Seymour, weaving the spell.
463		C.U. Hale looking at her.
464		L.S. of Hale and Seymour, Girl weaving the spell, he looking at her.
464½	Title	The Traders plot
465		Exterior missionary house
466		Exterior Missionary, people about
466	Title	"This all fire guns, missionary got."
467		Wando and Pansy on, she gives Wando guns.
468		C.U. Wando and Pansy he embraces Pansy
467		S.C.U. Wando and Pansy, Wando exits.
468	Title	Unhappily the missionary takes a short cut.
469		L.S. Missionary Hale and Seymour, Missionary on finding Hale with Seymour is very angry, speaks harshly.
470		C.U. Missionary, angry.
471		C. U. Hale, surprised speechless.
472		L.S. Missionary talking to Hale.

473	Title	"What an example to these heathens that my nephew comes to such a place with this LOOSE GIRL!"
474		L.S. Group, missionary talking to both, very angry
475		C.U. Hale looking at missionary.
476		C. U. Missionary
477		L.S. group, missionary starts to exit
478		Jungle, seen as missionary walks away
478		Seymour and Hale. L.S. she is looking at Hale
478½		Seymour and Missionary in distance, Seymour laughing
479		Jungle, missionary exits.
480		Seymour and Hale L.S. she is laughing, talks to Hale shows him wreath of flowers.
481		Seymour and Hale. Dist. Shot. Hale walks away she puts wreath around his neck.
482		Jungle, Hale walking through, exits.
483		L.S. Palms at water, panoram.
484		S.C.U. Dick at idol, starts toward Seymour
485		Palms at water, panoram
486		S.C.U. Dick coming to Seymour.
487		C.U. Dick as he reaches her.
488		Palms at water, panoram
489		Interior missionary hut, missionary comes in
490		S.C.U. Bandit's camp
491		S/C.U. bandit and Wando talking.
492		S.C.U. group in camp, natives on
493		Dick and Seymour, talking. Dick angry, Seymour indifferent
494	Title	Durious with jealousy, he upraids her.
495		Dick and Seymour on, S.C.U. Seymour starts to walk away. He stops her.
496		C.U. Dick, talking angrily

497		S.C.U. Seymour walking the other way
498		C.U. Dick holding her arm
499	Title	"You're too good for ME to even touch -- but hour after hour you're with him."
500		C.U. Dick, waving hand as he talks furiously.
501		S.C.U. Seymour, still trying to walk away, by going first one way, then the other.
502		S.C.U. Dick and Seymour
503		C.U. Seymour, looks at him, laughs turns away
504		C.U. Dick very angry
505	Title	"What's he telling you all the time?"
506		C.U. Dick, starts for her, grabs her in arms.
507		Seymour trying to tear away
508		S.C.U. Seymour as she is released by Dick
509		C. U. Dick looks at her, walks away
510		S.C.U. Dick and Seymour, she looks at him as he walks away, starts to cry.
511		S.C.U. Seymour, crying
512		S.C.U. Dick and Seymour, he exits.
513		Dick at tree, tears in eyes
514	Title	Racked and torn by jealousy and love
515		C.U. Dick, smiles, drying tears
516		Dick standing by tree, thinking.
517		Interior missionary house, missionary on. Hale enters.
518		S.C.U. Missionary and Hale, Missionary meets Hale at entrance.
519	Title	"You can't be seen with that girl and stay in my home!"
520		S.C.U. Missionary and Hale. Miss. sees wreath around Hale's neck.
521		Long shot, missionary house, missionary exits.

522		S.C. U. Hale starts to cough, stands by door, finally falls on floor.
523		L. S. missionary house, Hale on floor, missionary enters.
524		L. S. palms, Seymour on, crying
525	Title	Through the love-tortured, sleepless night --
526		S. C. U. Seymour crying.
527		Exterior traders hut, girl standing by tree near hut
528		C. U. Dick crying
529		C. U. Seymour crying.
530		S.C.U. Dick crying
531		Panoram in back, girl by tree.
532		Hale in bed asleep, ill.
533		S.C.U. Hale in bed ill. Bruce fanning him Missionary by side, Pansy in background.
534	Title	In his illness the boy continually calls --
535		C. U. Hale's head, turns to Bruce
536		C. U. missionary looks at Hale, puts hand to chin.
537	Title	The missionary's love for his nephew conquers his prejudice.
538		S.C. U. Hale on bed, Bruce fanning, Pasmy in back missionary by his side.
539		Traders hut, Dickmm, sitting on stool, foreground.
540		Exterior traders hut, Seymour entering hut
541		Interior traders hut, Seymour enters
542		Exterior traders hut, missionary enters
543		Seymour walking towards Dic. Interior hut. He sees her.
544		Missionary at door.
545		Seymour close to Dick, missionary enters talks to Seymour.
546	Title	"He keeps asking for you."
547		Seymour rushes out.

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548		Exterior traders hut. Seymour exits.
549		Interior traders hut, Missionary talks to Dick
550	Title	"What? Me in your house!"
551		Dick grabs hat from table, rushes out, missionary follows.
552		Exterior missionary hut, Seymour walking on
553		Interior missionary hut, Seymour sits by Hale
554		S.C.U. Hale sees her, smiles, takes her hand
555		C.U. Seymour smiling at Hale
556		C.U. Hale holding her hand, Bruce opposite Seymour
557		S.C.U. Interior missionary hut. Dick enters, sits where Bruce was sitting, takes Hale's hand.
557½		END OF REEL FIVE
	Title	REEL SIX.
1		Semi C.U. missionary house, group on, all eyes on Hale
2		Interior missionary house, Hale and group
3		S.C.U. Hale and group, Pansy in background
4		C.U. Hales head, looking up at Dick, talks to him
5	Title	"Remember, there IS something afterwards! My - myown brother."
6		C.U. Hales head, Hale talking to Dick
7		S.C.U. Hale and group, Hale goes to sleep
8		C.U. Dick impressed, looking up, holding Hales hand.
9	Title	Over and over that sweet new word -- "Brother!"
10		C.U. Dick, places Hales hand down.
11		S.C.U. Hale and group on, Hale asleep
12		C.U. Girl looking at Hale, starts to get up
13		C.U. Dick, starts to go out
14		S.C.U. Hale and group
15		L.S. Hale in bed, Dick exits
16		
16	Title	After their visit - refreshing, healthful sleep.

17		L.S. Hale and group, Seymour gets up, goes to miss.
18		S.C. missionary and Seymour, she is talking to Miss.
19	Title	"We can only trust in God for his recovery."
20		S.C.U. Seymour and Missionary, she looks down at Hale and exits.
21		L.S. Exterior missionary house, Seymour running fast.
22	Title	The great repentance.
23		L.S. Dick, gin bottle in hand
24		S.C.U. Dick cursing bo tle
25		L.S. Dick as he throws gin bottle in water
26	Title	His unselfish prayer that she find happiness in a greater love than his
27		L.S. Dick hands to face, crying
28		S.C.U. Dick, crying face up
29		C.U. Dick, same
30		S.C.U. Dick, same
31		L.S. Dick
32		S.C. U. Dick
33		Light effect, beach
34		L.S. girl on beach, idol in arms
35		S.C.U. Seymour walking nearer to water
36		L.S. Seymour as she throww idol in water.
37		Dick on shore, L.S. hands to face
38		C.U. Dick hands to head
39		L.S. Dick on shore
40		Interior missionary hut, Hale and group. Seymour by Hale fanning him, she has missionary dress on, Hale asleep.
41		C.U. Missionary and girl, he is looking at her dress
42		Hale and group, Hale asleep, Seymour fanning him
43		L.S. group in outlaws camp, natives working.

44		S.C.U. camp, Bandit talking to sick slave
45		C.U. Bandit, talking to slave
46	Title	"That basket to the boat!"
47		C.U. Bandit, talking to slave
48		C.U. slave, holding hand to back, pleading
49		C.U. bandit, talking
50		C.U. slave, pleading
51	Title	"I'm sick, master, I can't."
52		C.U. slave on knees pleading
53		C.U. bandit takes whip
54		C.U. slave pleading, scared
55		Bandit whipping slave, C.U.
56		L.S. camp, bandit drags slave to tree, whips him shows him chains attached to tree
57		C.U. Slave, laying on ground by tree
58		Jungle, slave on the ground, dragging himself up
53		S.C.U. slave same
54		S.C.U. Bandit, walks away, self satisfied
55		L.S. of jungle, slave creeping through
56	Title	Leaving on a fishing expediction
57		L.S. village, fisherman, happily walking away, cheered by native girls and children.
58		slave on ground, exhausted, he hides behind tree
59		L.S. c mp, Wando comes up to Bandit
60		S.C.U. slave, getting up and going away from tree.
61	Title	To the missionary for protection.
62		S.C.U. slave creeping
63		L.S. camp, natives on.
64		boat near palms, Thomas getting ready to get on

65		S.C.U. Dick approaching Thomas
66	Title	Old Thomas astounded at the Beachcomber's request for work.
67		Thomas laughs, tells him to get in boat
68		boat near palms, starts to push off water edge.
69		S.C.U. boat near palm, boat moves
70		Boat exits
71		L.S. boat going, palms in background.
72		Boat on its way
73		boat against sun
74		L.S. boat going, palms in background
75	Title	The trader, intending to make an example of the slave, finds --
76		L.S. Camp. Bandit and Wando in foreground.
77		C.U. bandit and Wando, Bandit talking, calling the slave, then calls other savage
78		Slave running through hungle.
79		L.S. camp, all savages Wando and outlaw exit
80	Title	the search
81		S.C.U. savages, running looking for slave
82		L.S. camp, as last savage exits
83		Jungle, savages through
84		L.S. hungle, savages running through
85		C.U. bandit, and Wando talking
86	Title	"The men have all left the village".
87		C.U. Bandit and Wando, looking for slave.
88		L.S. Hungle
89		Palms water, panoram
90		Interior missionary hut, Hale and group on.
91		Exterior Missionary hut, all group on

92		Group talking
93		Pansy exits from missionary hut. Int. group on
94		Interior missionary hut, slave comes in falls on door
95		Chief on island, c. u. fade out.
96		Wando and Bandit, C.U. fade in
97		Fade in chief on island
98		Interior Missionary hut, group on, helping slave
99	Title	He begs for protection
100		Interior missionary hut, group on, helping slave
101	Title	The villagers at a distant fishing camp
102		Fishermen resting, on hill, some walking around, others standing.
103	Title	The missing slave an excuse to loot the village.
104		Exterior traders house, bandit band enter
105		S.C.U. savages running in
106		Interior missionary group, scared, take slave into back room
107	Title	The search for the missing slave ends in an orgy of destruction
108		Interior missionary hut, group on, helping slave into other room
109		Back room in missionary hut, slave is brought in, put under bed
110		Exterior traders hut, bandits coming out with bottles in hands drunk.
111		S.C.U. traders hut, starting on fire.
112		L.S. street, by missionary's hut, Bruce gets children from other huts, they all come in missionary hut.
113		S.C.U. Bandit and Wando coming through jungle, to street and to Missionary's hut.
114		Interior missionary house, girls being hidden in various places.

115		Exterior missionary house, bandit knocks at door
116		S.C. Missionary and Bandit, missionary opens door.
117	Title	"I'm going to search this house!"
118		Semi close up, missionary and bandit
119		Interior long shot missionary hut, everyone scared
120		Bandit wants to go through, shows him house burning
121		Traders house burning.
122		Bandit pointing towards hut burning
123	Title	"Look! We'll do the same to you."
124		Missionary looking in direction of hut burning
125		L.S. house burning
126		Missionary talks to bandit
127	Title	"You shall not enter this house."
128		Missionary shuts door on bandit
129		L.S. exterior, missionary hut, Wando Bandit and some savages start to knock down door
130		Interior missionary house, group scared.
131		L.S. street, natives go after log
132		Interior Missionary hut, group scared, Hale trying to break away from Bruce
133		L.S. house burning
134		S.C.U. house burning
135		Interior Missionary hut, Hale goes out
136		Exterior missionary hut, bandit and Wando order natives to knock down door.
137		Interior missionary hut, Missionary and Bruce, on, Missionary trying to keep door from falling.
138		Back room, S.C.U. girls scared, Seymour in foreground
139		L.S. house burning
140		Back missionary house, Hale at drum
141		Interior Missionary house, back room, girls scared

142		Interior Missionary house front room, Bruce scared Missionary at door, looks for weapons, finds they are gone.
143	Title	"Our weapons! Stolen!"
144		Interior Miss. house, front room, Missionary speaks to Bruce, both scared, shot comes through the door.
145		L.S. Street, natives knocking down door
146		Interior back room, girls scared.
147		Exterior Missionary hut, back, Hale beating drum
148		Interior Missionary hut, Bruce and Miss. on, Miss. at back door.
149		S.C.U. Seymour, with knife in hand, crying, scared
150	Title	Claiming the girl as one of their tribe
151		Exterior missionary house, knocking down door almost felled.
152		Interior, front of missionary house, Bruce scared, standing by side of missionary
153		Interior missionary house, back, frantic girls
154		Bruce and Missionary, scared practically given up
154½		Interior missionary hut back, girls scared, Seymour kneeling down, knife in hand
155		C.U. Children in corner, crying.
156		Girls in back room, grasping each other crying
157		Exterior missionary hut, bandits enter back, fight with Hale
157	Title	At last -- The Great Adventure.
158		Interior missionary house front, door almost down Missionary and Bruce on. Bruce goes in back room.
159		S.C.U. Missionary and Hale in back.
160		L.S. Ext. back, Hale at drum.
161		Int. Backroom, girls scared.
162		S.C.U. Hale and Miss. on, the latter goes in house
163	Title	Farther and farther away
164		Boat in distance.

END OF REEL SIX

REEL SEVEN

1	Title	Part Seven
2		Exterior missionary house, door is knocked down Savages and bandit enter
3		C.U. attack on missionary
4		Interior missionary room, Missionary hopeless
5		Exterior at tree trunk, Hale on Beating drum
6		S.C.U. tree trunk, Hale on, beating drum
7		S.C.U. Bandit and Wando, entering
8		S.C.U. Hale at drum, beating
9		L.S. Bandit and savages entering hut
10		C.U. Hale beating drum
11		Exterior C.U. people in boat
12		Exterior C. U. Barthelmess
13		Exterior at tree trunk, Hale beating drum
14		C.U. tree trunk, or drum
15		Exterior people in boat, start to turn boat
16		Exterior longshot of boat, as it turns.
17		Exterior at tree trunk, Hale beating
18		Exterior cut back,S.C.U. Bandit and Chief entering
19		Interior C.U. of missionary, standing, tries to stop them from going further in rooms.
20		Interior long shot people in room, scared
21		Interior C. U. Seymour on knees, crying
22		Interior back room, people on, scared.
23		Exterior long shot boat coming back
24		Ext. C.U. people in boat, looking at direction of hut burning smoke
25		Ext. L. S. island fire
26		Ext. C.U. home afire

27		Ext. boat, C. U. Dick, paddling hurriedly
28		Ext. L.S. boat passing, nearing shore
29		Ext. attack on house and missionary
30		Ext. S.C.U. of attack, fight between bandit and Miss.
31		Int. Missionary, C.U. fight
32		C.U. of attack, bandits go to back, attack Hale
33		Ext. S.C.U. attack, Hale knocks two on head
34		Int. L.S. missionary praying
35		Int. C.U. Missionary praying
36		Ext. C.U. boat passing, nearing shore
37		Exterior C.U. of attack Hale hits on other savage on head.
38		Ext. L.S. tree trunk, knocking down door
39		C.U. Tree trunk, knocking down door.
40		Ext. C.U. Hale fighting with club
41		Ext. S.C.U. fight
42		Ext. C.U. Missionary, bandit hits missionary on head
43		Int. fight, missionary and bandit
44		Int. S C.U. missionary and bandit fighting
45		Interior fight missionary and bandit
46		Interior S.C.U. Fight, bandit and Missionary fighting
47		Int. C.U. of attack
48		Int. fight, Miss. and bandit
49		Int. C.U. fight
50		Int. fight, Miss. and bandit
51		Exterior L.S. of Drum Hale fighting one savage hits him over head, staggers him, he falls
52	Title	With life's strongest wine upon his lips - death in battle.
53		S.C.U. Hale fallen by drum
54		Ext. L.S. Hale by drum

55 Int. S.C.U. fight, bandit knocks missionary unconscious

56 Int. S.C.U. Bandit and Wando, going to back room

57 Int. L.S. back room, girls hear knocking on door, scared, crying

58 Int. S.C.U. Seymour crying, get up with knife

59 Int. Bandit and savages, S.C.U. fighting way through

60 Ext. L.S. boat in water, men paddling fast.

61 Ext close up people in boat

62 Ext. C.U. Dick and people

63 Interior, S.C.U. Seymour praying

64 Int. C.U. Girl crying

65 Int. S.C.U. Bandit and savages

66 Int. C.U. Wando

67 Int. C. U. Bandit

68 Int. S.C.U. Seymour, knife in hand, arms up

69 Int. L.S. missionary back room

70 Int. S.C. U. Seymour

71 Int. C. U. Seymour

72 Int. C. U. Bandit and Wando

73 Int. L.S. Room, everyone scared

74 Int. C.U. bandit

75 Int. C. U. Wando

76 Int. S.C. U. Attack

77 Int. L.S. Room, girls and children about

78 Int. S.C. U. Bandit, self-satisfied, as door shows signs of falling.

79 Int. S.C. U. Seymour, looks at door, screams

80 C. U. Bandit, laughing

81 S.C.U. people in room scared.

82 Ext. C. U. people by shore, meeting the boat which has just pulled in

83 Ext. boat moving

84 Ext. missionary house, some natives out going through

85 Ext. S.C.U. savages, with girls in arms

86 Ext. C. U. one savage

87 Ext. S.C. U. Savages, destroying the village

88 Ext. L.S. of woods, one woman on ground, pleading with natives to help

89 Ext. C.U. of natives

90 Ext. C.U. negroes (natives)

91 Ext. L.S. woods

92 Int. S.C.U. Fight

93 Exterior of boat, almost in, girls calling to them in a hurry

94 Int. S.C. U. bandit, and Seymour fighting

95 Int. L.S. of room, natives going out with girls in arms

96 Int. S.C. U. bandit and girl

97 Int. L.S. missionary in room, getting up from floor

98 Ext. L.S. of boat, just ready to stop

99 Ext. C. U. of arrival of boat, girls scared ask for help.

100 Int. S.C. U. Bandit and Seymour, He has her in arms

101 Int. C. U. Bandit and Seymour, bandit laughing

102 C. U. girl, screaming, trying to get away

103 Int. S. C. U. Bandit and girl

104 Ext. people at shore, girls pleading, men rush for village

105 Int. S.C. U. Bandit and Seymour

106 Ext. savages running, with girls in arms, down village street.

107 Ext. L.S. of street, natives running with girls.

108 Ext. distant shot street, " " " "

109 Ext. S.C.U. bandit, with Seymour in arms

110 Ext. S.C. U. Dick, as he comes up to bandit

111 Ext. S.C. U. bandit, starts to turn the other way

113 Ext. distant shot of natives and savages fighting

114 Ext. Savage girl (Pansy) watching fight.

115 Ext. Distant shot of fight in street

116 Ext. Savage Girl (Pansy) watching fight, excited

117 Exterior long shot of fight on village street

118 Ext. S.C.U. fight

119 Ext. Scene of fight

120 Ext. Scene of fight men overcoming savages

121 Int. L.S. of back room, everyone practically gone

122 Int. Long shot of front room, almost destroyed

123 Ext. at tree trunk, Hale on ground, other savages on ground also

124 Ext. woods

125 Ext. fight on roof of hut, native, hitting savage with stick as he appears over roof

126 Ext. C.U. fight on roof

127 Ext. L.S. fight on roof

128 Ext. L.S. of palms

129 Ext. S.C. U. of palms

130 Ext. distant shot of palm

131 Ext. of street, natives on ground, others have girls in arms

132 Ext. L.S. street, savages on ground, girls have been thrown on ground, as savages are overcome by natives.

133 Ext. S.C. U. two people, Dick and Seymour

134 Interior back room, Dick and Seymour looking for Hal

135 Exterior at back, Hale by tree trunk

136		Ext. S.C. U. Dick and Seymour, cut in back
137		Ext. C. U. group, Seymour and Dick find Hale, kneel by him, both put arm around Hales neck
138	Title	"My finish -- is wilder -- than your wildest dreams!"
139		Exterior C. U. group, Hale speaking to Dick - dies.
140	Title	But it is in the Beachcomber's arms, and to him he calls "Brother!"
141		Exterior, C. U. Hale dead, face turned to Dick
142		Ext. C. U. Group, Seymour and Dick, looking at Hale
143		Interior back room, long shot, Bruce and missionary meet
144		Int. S. C. U. room, Bruce and Missionary embrace lok around room, looking for children
145	Title	"John! Boys! Babies!"
146		Int. S.C. U. room, missionary and Bruce looking around room, excited and scared.
147		Int. C. U. of boys Donald and Davage boy, as they appear out of cabinet, where they had been hiding.
148		Int. C. U. missionary and wife, overjoyed
149		Int. S.C. U. room, Missionary and wife take boys out of cabinet
150		Int. C. U. missionary and wife, talking excitedly
151		Int. L.S. room, slave comes out from underneath bed where he had been hidden. Bruce and Miss. talk to him, he exits
152		Int. S.C. U. Savage boy, excited telling adventure
153		Int. S.C. U. white boy also excited talking
154		Int. S.C. U. savage boy, pants start to come down
155		Int. S.C. U. white boy, looks at Savage boy's pants
156	Title	"You're losing your pants!"
157		Int. Semi C. U. missionary and boys
158		Int. S.C. U. Savage boy, excited talking, pulls up pants.
159		Interior long shot of room
160		Ext. L. S. Dick by boat, putting cocoanuts in boat

161		Ext. S.C. U. Dick at boat
162	Title	Seeking a new life
163		Ext. S.C. U. Dick
164		Ext. C. U. of Dick
165		Ext. L.S. boat Dick and Seymour on
166		Ext. S. C. U. boat, Dickmon and Seymour looking at him
167		Ext. C. U. Seymour comes to him speaks
168	Title	"Good-bye."
169		Ext. C. U. Seymour, sad, speaking to Dick
170		Ext. C. U. Dick, turns around talks to Seymour
171	Title	"Yes - I - I'm nothing to you."
172		Ext. C. U. Dick as he talks to Seymour
173		Ext. C. U. Seymour, tears in eyes.
174	Title	"Foolish on -- I have loved you all the time."
175		Ext. C. U. Seymour talking to Dick
176		Ext. C. U. Dick, overjoyed
177		Ext. S. C. U. Seymour and Dick embrace
178		Ext. L. S. Seymour and Dick by boat
179		Ext. people at home, long shot
180		Ext. C. U. Dick, in front, looking ahead, where Seymour walks up to meet him, together with Bruce and natives following.
181		Ext. S. C. U. people happy singing, offering gifts, fruit, flowers, etc.
182	Title	Wedding gifts
183		Ext. S.C. U. people
184		Ext. L. S. people by house
185		Ext. S. C. U. wedding party
186		Ext. C. U. wedding
187	Title	So they tread at last the warm white path of velvet moon-flowers to the land of dreams fulfilled.

188		Long shot people by house
189	Title	The End.

THE QUEBEC RAILWAY, LIGHT, HEAT & POWER COMPANY
LIMITED

CONTROLLING
THE QUEBEC RAILWAY, LIGHT & POWER CO.
QUEBEC-JACQUES CARTIER ELECTRIC CO.
THE CANADIAN ELECTRIC LIGHT CO.
QUEBEC GAS COMPANY
FRONTENAC GAS COMPANY
QUEBEC COUNTY RAILWAY

C O P Y

QUEBEC, 20th. April, 1920.

Messrs Downs & Manning,
Romm 355,
Chateau Frontenac,
Quebec.

Dear Sirs:-

It has been brought to our attention that you have been placing dynamite in the Montmorency River to blow up some sections of the ice in the river without apparently taking into consideration the possibilities of damages to this Company's property and equipment in the immediate vicinity.

We do not wish to go any further into this matter at the present time but simply to advise you that it is our intention to hold you responsible for any damages which may later accrue due to this action on your part and to officially notify you that instructions have been issued to prevent you from trespassing on this Company's property or even taking pictures of any nature whatsoever.

I feel that it would be to the interest of yourselves as well as to your Company that you consult with the writer prior to your departure from Quebec.

Yours very truly,

(SGD. W. J. LYNCH.

GENERAL MANAGER

WJL/W

LAW OFFICES
FRANCIS E. BREWSTER
I. HAZLETON MIRKIL
HAZLETON MIRKIL, JR.
J. MICKLE HEMPHILL

527 LAFAYETTE BUILDING
N. E. COR. 5TH AND CHESTNUT STREETS
PHILADELPHIA

April 21, 1920.

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York.

Dear Mr. Banzhaf:

Mr. Hergesheimer has requested that I ascertain from you, if you can give me, the present address of Richard Barthlemess, as Mr. Hergesheimer desires to communicate with him.

Thanking you for an early reply,

Very truly yours,

J. Mickle Hemphill

JMH/S

THE QUEBEC RAILWAY, LIGHT, HEAT & POWER COMPANY
LIMITED

Bamford

CONTROLLING
THE QUEBEC RAILWAY, LIGHT & POWER CO.
QUEBEC-JACQUES CARTIER ELECTRIC CO.
THE CANADIAN ELECTRIC LIGHT CO.
QUEBEC GAS COMPANY
FRONTENAC GAS COMPANY
QUEBEC COUNTY RAILWAY

QUEBEC, 21st. April, 1920.

Mr D. W. Griffith,
(D.W.Griffith Studio)
Mamoroneck,
N.Y.

Dear Sir:-

For your information enclosed please find copy of letter yesterday forwarded to representatives of your Company who are taking scenes in the immediate vicinity of the City of Quebec and who were dynamiting ice on the Montmorency River in close proximity to this Company's dam and section of Power Plant the result of which might have been positively disastrous to the Company from an operating and financial standpoint.

We are bringing this matter to your notice as it is our intention to hold your Company responsible for any damages which might ~~have~~ result from these dynamite shots.

Yours very truly,

W. J. Lynch

GENERAL MANAGER.

WJL/W
Registered Mail

Mamaroneck, New York,
April Twenty-first
1920;

My Dear Lord Beaverbrook:

With this letter, I wish to introduce to you Mr. Leslie Mason, editor of The Exhibitor's Trade Review, one of the most alert and reliable of the American film journals.

Affairs in the business are getting so monotonous over here, he is coming to England to get the information about the real activity in the cinema. Reports in motion here, credit you with at least one new combination weekly, so you should have abundant news to offer him, and Mr. Mason is well informed on the American situation.

Sincerely yours,

Lord Beaverbrook,
London Daily Express,
London, England.

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF THE PRESIDENT

Copy for: Mr. Albert H. T. Banzhaf,
#2-Rector St.,
New York, N. Y.

April 23, 1920.

Dear Sir:-

In line with Mr. Banzhaf's telephone request this afternoon, I am sending you herewith our voucher No. 1797 drawn to the order of D. W. Griffith, for $75,000 to be applied as a third payment to Mrs. Basil Sidney (professionally known as Doris Keane) in accordance with the terms of the contract dated Nov. 15th, 1919 between Mr. Griffith and Mrs. Sidney.

Kindly acknowledge receipt.

Cordially yours,

Hiram Abrams

President.

Mr. D. W. Griffith,
720-Longacre Bldg.,
New York, N. Y.

Attention of Mr. J. C. Epping:

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address: "Fidelitas"

Fifth Avenue Office
Fifth Avenue and 43rd St.
Cable Address: "Notromco"

Madison Avenue Office
Madison Avenue and 60th St.
Cable Address: "Fidelitas"

London Office
32 Lombard Street, E.C.
Cable Address: "Garritus"

Paris Office
Rue des Italiens 1 & 3
Cable Address: "Garritus"

New York. April 23, 1920.

Matthew T. Murray, Jr
Secretary

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York, N. Y.

Dear Mr. Hanzhaf:

We enclose herewith rough draft of assignment and declaration of trust, which you may find of assistance in the preparation of the agreement to cover the collateral to proposed loan to D. W. Griffiths.

Yours very truly,

Secretary.

850:2

(Encl)

WHEREAS I, D.W. GRIFFITH, of the Village of Mamaroneck, Westchester County, New York, have applied to the Guaranty Trust Company of New York for a loan in the sum of One hundred and fifty thousand ($150,000.) Dollars for the purpose of financial requirements in connection with the business carried on by me at the Village of Mamaroneck, Westchester County, State of New York.

AND WHEREAS said Guaranty Trust Company of New York is unwilling to make such loan, unless the same is secured by an assignment to it of my interest in certain motion pictures, known as, "The Great Love", "The Greatest Thing In Life", "The Romance of Happy Valley", "The Girl Who Stayed At Home", "True Heart Susie" and "Hearts of the World", and of payments due me under contracts of lease, NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENTS: That I, D.W.GRIFFITH in consideration of the loan in the sum of One hundred and fifty thousand ($150,000.) Dollars being made to me by said Guaranty Trust Company of New York, and of One Dollar ($1.00) lawful money of the United States to me in hand paid, before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, and of the premises herewith, have sold, assigned, transferred, and set over unto the Guaranty Trust Company of New York and its assigns, to its own proper use and benefit, all of my right, title and interest in and to the following picture-negatives known as, "The Great Love" "The Greatest Thing In Life", "The Romance of Happy Valley", "The Girl Who Stayed At Home", "True Heart Susie" and "Hearts of the World" and all sum or sums of money now due or to grow due upon contracts covering the leasing of these pictures, copies of said contracts being attached hereto and made a part hereof, and I do hereby give said Guaranty Trust

Company of New York and its assigns full power and authority, for its own use and benefit, to ask, demand, collect, compound and give acquittance for the same or any part thereof, and in my name or otherwise to prosecute and withdraw any suits or proceedings at law or in equity therefor.

I represent that I will, as Trustee of Guaranty Trust Company of New York, hold the aforesaid picture-negative hereinbefore described and also as Trustee collect sum or sums of money due or to grow due on said contracts and deliver same to the Guaranty Trust Company upon demand.

I further represent that the picture-negatives aforesaid are fully insured against loss by fire and that I will, as Trustee for said Trust Company collect and deliver to it any and all insurance money or instruments for the payment of money so due.

I further represent that said picture-negatives and contracts, and none of the payments due thereon have heretofore been assigned and that the same are owned by me, subject to the terms of the annexed contracts, free from all offsets and counterclaims.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this day of April, 1920.

WITNESS:

_____ _____ (L.S.)

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK.)

On this day of April, 1920, before me personally came and appeared D.W. GRIFFITH, to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged that he executed the same.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

WHEREAS I, D. W. GRIFFITH of Street, City, County and State of New York, have applied to the Guaranty Trust Company of New York for a loan in the sum of for the purpose of financial requirements in connection with the business carried on by me at Street, City, County and State of New York,

AND WHEREAS said Guaranty Trust Company of New York is unwilling to make such loan, unless the same is secured by an assignment to it of pictures motion

and of payments due me under contracts of lease, NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENTS: That I, D. W. GRIFFITH, in consideration of loan in the sum of being made to me by said Guaranty Trust Company of New York, and of One Dollar ($1.00) lawful money of the United States to me in hand paid, before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, and of the premises herewith, have sold, assigned, transferred and set over unto the Guaranty Trust Company of New York and its assigns, to its own proper use and benefit, all of my right, title and interest in and to the following pictures, negatives, known as and all sum or sums of money now due or to grow due upon contracts covering the leasing of these pictures, copies of said contracts being attached hereto and made a part hereof, and I do hereby give said Guaranty Trust Company of New York and its assigns full power and authority, for its own use and benefit, to ask, demand, collect, compound and give acquittance for the same or any part thereof, and in my name or otherwise to prosecute and withdraw any suits or proceedings at law or in equity therefor.

I represent that I will, as Trustee of Guaranty Trust Company of New York, hold the aforesaid pictures, negatives above described and also as Trustee collect sum or sums of money due or to grow due on

said contracts and deliver same to the Guaranty Trust Company upon demand.

I further represent that the pictures, negatives aforesaid are fully insured against loss by fire and that I will, as Trustee for said Trust Company collect and deliver to it any and all insurance money or instruments for the payment of money so due.

I further represent that the said pictures, negatives and contracts, and none of the payments due thereon have heretofore been assigned and that the same are owned by me, subject to the terms of the assignment hereto, free from all offsets and counterclaims.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this day of April, 1920.

WITNESS:

_____ _____ (LS)

STATE OF NEW YORK)
: SS.
COUNTY OF NEW YORK)

On this day of April, 1920, before me personally came and appeared D. W. GRIFFITHS, to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged that he executed the same.

_____

COPY.

DAVID W. GRIFFITH

to

GUARANTY TRUST COMPANY

A S S I G N M E N T

DATED:

Jamieson Girl.

WHEREAS I, D.W. GRIFFITH, of the Village of Mamaroneck, Westchester County, New York, have applied to the Guaranty Trust Company of New York for a loan in the sum of One hundred and fifty thousand ($150,000.) Dollars for the purpose of financial requirements in connection with the business carried on by me at the Village of Mamaroneck, Westchester County, State of New York.

AND WHEREAS said Guaranty Trust Company of New York is unwilling to make such loan, unless the same is secured by an assignment to it of my interest in certain motion pictures, known as, "The Great Love", "The Greatest Thing in Life", "The Romance of Happy Valley", "The Girl Who Stayed At Home", "True Heart Susie" and "Hearts of the World", and of payments due me under contracts of lease, NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENTS: That I, D.W.GRIFFITH in consideration of the loan in the sum of One hundred and fifty thousand ($150,000.) Dollars being made to me by said Guaranty Trust Company of New York, and of One Dollar ($1.00) lawful money of the United States to me in hand paid, before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, and of the premises herewith, have sold, assigned, transferred, and set over unto the Guaranty Trust Company of New York and its assigns, to its own proper use and benefit, all of my right, title and interest in and to the following picture-negatives known as, "The Great Love" "The Greatest Thing In Life", "The Romance of Happy Valley", "The Girl Who Stayed At Home", "True Heart Susie" and "Hearts of the World" and all sum or sums of money now due or to grow due upon contracts covering the leasing of these pictures, copies of said contracts being attached hereto and made a part hereof, and I do hereby give said Guaranty Trust

Company of New York and its assigns full power and authority, for its own use and benefit, to ask, demand, collect, compound and give acquittance for the same or any part thereof, and in my name or otherwise to prosecute and withdraw any suits or proceedings at law or in equity therefor.

I represent that I will, as Trustee of Guaranty Trust Company of New York, hold the aforesaid picture-negatives hereinbefore described and also as Trustee collect sum or sums of money due or to grow due on said contracts and deliver same to the Guaranty Trust Company upon demand.

I further represent that the picture-negatives aforesaid are fully insured against loss by fire and that I will, as Trustee for said Trust Company collect and deliver to it any and all insurance money or instruments for the payment of money so due.

I further represent that said picture-negatives and contracts, and none of the payments due thereon have heretofore been assigned and that the same are owned by me, subject to the terms of the annexed contracts, free from all offsets and counterclaims.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this day of April, 1920.

WITNESS:

_____ D W Griffith (L.S.)

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK.)

On this day of April, 1920, before me personally came and appeared D.W. GRIFFITH, to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged that he executed the same.

TELEPHONES:
BRYANT 1166
" 10177

CABLE ADDRESS,
"HOWELLFILM, NEW YORK"

DAVID P. HOWELLS, INC.

729 SEVENTH AVENUE

NEW YORK

FOREIGN REPRESENTATIVE
FIRST NATIONAL EXHIBITORS' CIRCUIT, INC.

April 23, 1920

Mr. A. L. Grey, General Manager,
D. W. Griffith Productions,
1476 Broadway, New York City, N. Y.

My dear Mr. Grey:

As per your request, we herewith confirm our telephone conversation with you of yesterday.

We purchased the Far Eastern rights to "Intolerance" from you in connection with Robertson Cole Company.

Robertson Cole Company represented that they had other territory at the time in which they were particularly interested, and it was agreed between us that they would handle the deal with you on our behalf. They therefore immediately turned this territory over to us, and we passed it on to our various clients in the Far East.

You must realise that it has taken several months to get the prints to our clients. To date we have heard from all of them in turn, after each had had several weeks of exploitation, and we find that in every instance that they have lost money. Their comment in every case has been that the audience could not follow the story and that it was entirely over their heads.

We paid you, I believe, the highest price ever paid for a single picture for that territory; and everybody has lost money on the undertaking.

They have all read the announcements of "The Fall of Babylon", and have respectfully requested it, as they somehow believe that they are entitled to this consideration since "The Fall of Babylon" is the main episode in "Intolerance"; and they hope that we can supply them with this picture in the hope that they can make good, in part at least, their loss on the original "Intolerance".

Yours very truly,

DAVID P. HOWELLS, INC.,

By David P. Howells

President

H.I

Keane

April 24th 1920.

Mr. Dennis O'Brien,
1482 Broadway,
New York City.

Dear Mr. O'Brien:

Enclosed herewith is a copy of the Doris Keane contract with Mr. Griffith.

All Doris Keane's work in "Romance" has been completed, so also Mr. Sydney's and the final $75,000. has been paid them, as called for by the contract.

Very truly yours,

GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. Griffith Ranch

San Fernando, California

April 24, 1920.

Mr. D. W. Griffith,
Orienta Point,
Mamaroneck, N.Y.

Dear Mr. Griffith:

Enclosed find a copy of letter mailed to Mr. Epping, under the above date; also a clipping from the last issue of "San Fernando Valley Press". Both speak for themselves.

A visit to the well this morning further showed some preparations for a possibility of oil by the installation of oil reservoirs. How much of this is a "bluff", I don't know.

Very truly yours,

Carl Stenlow

D. W. Griffith Ranch

San Fernando, California

April 24, 1920.

Mr. J. C. Epping,
c/o G. W. Griffith Studio,
Orienta Point, Mamaroneck, N. Y.

Dear Sir:

Received the $1500.00 wired from New York on the 9th inst. This went to pay for improvements and investments principally, including labor. I appreciate and thank you for your promptness. It was sorely needed.

Mr. Bidwell has informed me of the contents of your telegrams relative to selling the ranch in order to cut down the "enormous expenses". In regards to these expenses, I shall refer you to my report to Mr. Griffith dated October 30th, 1918, covering three pages, and of which the following is an extract:-

> "Following your instructions of some four weeks ago regarding improvements to be made at the ranch, I have gone over the land very carefully, both by myself and with Mr. Bidwell, and am attaching hereto a statement of estimated cost for improving the various sections of the ranch. You will notice that the total of these improvements cost a considerable sum of money and before attempting it on a wholesale plan, I thought it best to submit these figures to you".
>
> No cancellation was ever made.
>
> The itemized figures I submitted aggregated $13,410.20. This did not include regular upkeep and routine work, nor the item of $1,040.04 representing the cost of windbreaks planted, and less than half of this amount has been expended to date.
>
> Then again I must refer you to Mr. Bidwell's report

dated June 4th, 1919 covering six pages, containing these questions:

> "The policy to be carried out in the future must be governed by one or the other of two decisions: the first is, do you want to retain the ranch as a permanent investment; the second is, do you want to fix it up to be sold?"

No instructions on this received, and the work has been carried on with a view of a permanent investment.

Referring to my wire of March 14, 1920, you will see that I stopped improvements on that date pending instructions.

Then again I refer you to Mr. Bidwell's letter to Mr. Griffith dated March 16, 1920 four pages, extract of which follows:

> "When 1920 started we assumed that you wanted the same policy of improvement continued so we planned accordingly."

These and many other reports and letters have gone into the ranch policies in detail and seemingly approved.

Now Mr. Epping, I am not recalling this to "pass the buck", which seems to be a favorite sport, but to emphasize the necessity of formulating a definite plan in disposing of Mr. Griffith's ranch, if such is his wish. Then work and act accordingly.

It must be perfectly plain that a $100,000.00 country property is not disposed of in the same manner as a pound of butter or a dozen eggs. To commence with, a price or value should be decided upon; next, the urgency of selling must determine what a sacrifice on that value shall be made; next, cash or payments and many other details before it is offered for anyone for consideration.

With the mineral rights reserved there would have to be reserved right of ways for roads, pipe lines, power lines, etc. with definite stipulations as to damages in case of operations etc.

For your guidance, I will state that it is, at present, costumary around San Fernando district to cut the price of land in half throughout the prospective oil regions where oil right is reserved, for instance, land worth $600.00 an acre sells for about $300.00.

If you or Mr. Griffith so desire, I will submit a selling campaign plan that would be as advantageous to Mr. Griffith as circumstances would permit and get the best returns possible. However, to sell the entire ranch as it stands for one lump sum, with oil reservations, will be next to impossible unless great sacrifice is made. There are many reasons for this, which you may have for the asking. At the best it will take some time to close out.

Should Mr. Griffith desire to reduce expenses to a minimum until the ranch is sold, I am willing to go back to the plan of 1918 when I maintained the ranch for $300.00 a month, plus what revenue I could derive on the side. I paid for all labor, domestic and irrigation water, tractor supply and upkeep, horse feed, telephone, repairs and all incidental expenses, except taxes, notes, interest, investments and fertilizer. All fruit from the orchard to be marketed to Mr.Griffith's credit. While it is obvious that $300.00 per month cannot take care of this, it will be up to me to produce enough revenue to make up the balance or be the loser. This is subject to acceptance by May 1st.

A copy of this letter has been mailed to Mr. Griffith, also a copy to Mr. Bidwell.

Yours very truly,

Carl A. Sterndorf

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MAMARONECK, N. Y. 730 A.M. 27

6 NY BY CK 50 NL

Los Angeles Calif 26

D.W.Griffith,Mamaroneck,N.Y.

Everyone at Sennettstoday felt little seymours death it was as if she had belonged to our own organization to hear them talk I saw her work in dancing idol last night and thought what a future I dont knowher folks but they have my sympathy so do you.

Jimmy Abbe

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVED AT MAMARONECK, N. Y. 810 A.M. 27

7 8 NL 3 Extra N.L

Los Angeles Calif 26

Harry Carr Or Elmer Clifton , D. W. Griffith Studio

Shocked at seymours death pardon this haste but lola gonseales cousin late myrtle exact double clarine people phoning her in Los Angeles congratulation her on clarines work Idol dancer thinking gonseales is seymour gonseales much experience pictures could take up way down east part left by sudden death clarine others who will recommend are thompson casting director metro dathy casting universal pay you investigate wire me manager superba theatre if interested send photos press clippings if wanted.

Arthur S. Wensel

Cosmopolitan
119 West Fortieth Street, New York

Monday, April 26th.

Dear Harry:-

A thought occurred to me, in re the death of Clarine and your probable predicament with "'Way Down East": Ann Pennington is to all intents and purposes the screen double of Clarine. I don't know where Ann is, although I am of the opinion that she is out with the "Scandals of 1920" show, but at any rate, I thought I would push the suggestion along as a very remotely possible help to you in a probable time of need. Or will you make the picture over again?

My very best regards to D. W.

As Always,

Julian M

H. C. Carr, Esq.

Powers get photos & picture.

ALBERT L. GREY
GENERAL MANAGER

TELEPHONES:
BRYANT 6761-6762

ROBERT EDGAR LONG
GENERAL PRESS REPRESENTATIVE

D.W. GRIFFITH'S
SUPREME TRIUMPH
HEARTS
OF THE
WORLD
A ROMANCE OF
THE GREAT
WAR

GENERAL OFFICES
720 LONGACRE BUILDING,
NEW YORK.

7 all of Baby

April 26th, 1920.

Dear Mr. Banzhaf:-

Please read the enclosed letter very carefully and get in touch with me giving me your views on same.

Yours very truly,

Albert L. Grey

ALG/W

1a

McADOO, COTTON & FRANKLIN
ATTORNEYS AT LAW
120 BROADWAY
NEW YORK

WILLIAM G. McADOO
JOSEPH P. COTTON
GEORGE S. FRANKLIN
FRANCIS H. McADOO
THURLOW M. GORDON

GEORGE H. SAVAGE

April 26, 1920.

United Artists Corporation

Dear Mr. Banzhof:

I enclose original and copy of Page 4, to be substituted in the Agreement regarding the sale of "Broken Blossoms" in Canada.

Very truly yours,
Jorus R Hoover

Albert H. Banzhof, Esq.
#2 Rector Street,
New York City,

Encl.

necessary to properly advertise said photoplay.

(c) To indemnify and hold harmless the Vendee on account of and against any claims, demands or suits which may be made or brought by third parties questioning the right and privilege of the Vendee or of its Exchanges to use said photoplay in the full exercise of the rights herein sold to the Vendee, and to join in and conduct the defense of any such claim or litigation.

III.

The Vendee agrees as follows:

(a) To pay to the Artist the sum of $28,000. of which $23,000. shall be paid on December 15, 1919. The balance shall be paid in monthly installments of $1,000. each beginning on the first day of January, 1920, until the whole of said purchase price shall have been paid.

(b) To pay the Vendor $8,000. on December 15, 1919.

(c) That in all advertising matter which may be prepared and used by the Vendee in connection with the

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MR. METCALFE'S
OFFICE

2 East Sixty-seventh Street
~~LIFE~~
~~17 WEST 31ST ST.~~
NEW YORK.

Dear Mr. Griffith—

I had from Mr. Grey a very courteous note in reply to mine asking you to have luncheon with me one day. In it he said you were tied up to Mamaroneck and that you would be pleased to have me call at the studios at my convenience.

I should hate to butt in on you when you were busy, but should like to steal from your busy life about a quarter of an hour at the time of day when you are not on the jump. If there is such a time, will you let one of your assistants indicate it to me and I'll mean it suits my convenience — any day but Saturday — meanwhile believe me

Yours cordially —

James Metcalfe—

To/ D. W. Griffith, Esq.
Mamaroneck—

Java Head
"Plays"

April 26th 1920.

Mr. Mickle Hemphill,
527 Lafayette Building,
N.E.Cor. 5th and Chestnut Streets,
Philadelphia, Pa.

Dear Sir:

You can address Mr. Richard Barthlemess at Room #720-Longacre Building, New York City, or to the D.W. Griffith Studio at Mamaroneck, New York. A letter mailed to either addressed will be sure to reach Mr. Barthlemess.

Thanking you and Mr. Hergesheimer for your past courtesies, I remain

Very truly yours,

AHTB/GD

Mamaroneck, New York,
April 27th,
1920

Mr. James S. Metcalfe,
2 West Sixty-seventh St.,
New York, N. Y.

Dear Sir:

Mr. Griffith has instructed me to reply to your recent note and to assure you that he will be glad to see you Thursday, the 29th. He will send his car to bring you out to the studio if you will let me know where and when you wish to leave New York. Our phone number is Mamaroneck 1190 and I will expect to hear from you Thursday morning.

Very truly yours,

Secretary to Mr. Griffith

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MINUTES OF ADJOURNED MEETING OF UNITED ARTISTS CORPORATION HELD APRIL 27th, 1920.

Regular meeting of the Board of Directors of United Artists Corporation adjourned from April 20th, was held in the office of the President of the corporation, on the 9th floor of 729 Seventh Avenue, New York, N. Y., at 3:45 o'clock p. m., Tuesday, April 27th, 1920.

PRESENT: Messrs. Albert H. T. Banzhaf, Nathan Burkan, Dennis F. O'Brien and Oscar A. Price.

IN ATTENDANCE: Mr. L. R.Hoover during a portion of the meeting.

Mr. Price called the meeting to order and acted as Chairman thereof. Mr. G. B. Clifton, secretary of the corporation acted as secretary of the meeting.

The minutes of the meetings held March 16th, April 9th and April 20th were read, and on motion duly made, seconded and unanimously carried, were approved.

On motion of Mr. Burkan, seconded by Mr. O'Brien,it was

RESOLVED: That the Board of Directors of this corporation which has an outstanding capital stock of $100,000 or more, at a meeting held at New York on the 27th day of April, 1920, have employed F. A. Beach as Comptroller, pursuant to provision of Section 55, Chapter 490, part III of the acts of 1909, and of Chapter 326, acts of 1909.

The President submitted an approximate financial statement as at March 27th, 1920.

The President submitted a statement with regard to the production costs of the photoplay "Romance" which indicated that slightly more than $344,000 had been advanced to Mr. Griffith for this purpose. On motion of Mr. Banzhaf, seconded by Mr. Burkan and carried, it was

RESOLVED: That the Vice President and Treasurer be and they are hereby authorized to continue to advance moneys to Mr. D. W. Griffith toward the production costs of the photoplay "Romance" until the total advances for that purpose aggregate a sum not in excess of $386,000.

The President advised the Board that it was necessary that action be taken with respect to his successor. Mr. Dennis F. O'Brien was nominated for the office of Vice President of the corporation, to serve until his successor shall have

D. W. GRIFFITH COLLECTION
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been elected and qualified. Vote having been duly taken and all the directors present having voted, it was announced that Mr. Dennis F. O'Brien had been unanimously chosen Vice President of the corporation.

On motion of Mr. O'Brien, seconded by Mr. Banzhaf and carried, it was

RESOLVED: That this Board of Directors records its appreciation of the satisfactory and courteous conduct of the United Artists Corporation's affairs by Oscar A. Price, its retiring President.

The President reported that Mr. Clifton desired that action be taken in respect to his successor as Secretary and Treasurer. Mr. Albert H. T. Banzhaf was nominated for the office of Secretary and Treasurer, effective May 1, 1920, to serve until his successor shall have been duly elected and qualified. Vote having been duly taken and all the directors present having voted, it was announced that Mr. Albert H. T. Banzhaf had been unanimously chosen Secretary and Treasurer of the corporation.

On motion of Mr. O'Brien, seconded by Mr. Burkan and carried, it was

RESOLVED: That the salary of Oscar A. Price, retiring President, be paid to May 1st; and that the salary of G. B. Clifton, retiring Secretary and Treasurer be paid for abperiod of two weeks after the time he shall leave the service of the corporation.

On motion of Mr. Burkan, seconded by Mr. Price and unanimously carried, it was

RESOLVED: That Mr. Dennis F. O'Brien be retained as General Counsel for the corporation, with compensation to be determined later, and to serve until his successor shall have been duly appointed and qualified.

The proposed new contract with Mr. Hiram Abrams, General Manager, was discussed, and on motion duly made, seconded and carried, it was

RESOLVED: That Mr. Dennis F. O'Brien and Mr. Nathan Burkan be and they are hereby appointed a committee of two to negotiate a contract with Mr. Abrams and submit same to the Board.

Mr. Banzhaf explained to the Board that Mr. Griffith had completed his last photoplay for First National Exhibitors, and that it would be possible for United Artists Corporation to secure the release of this picture for the sum of $325,000 of which $285,000 is to be paid in cash, and the balance in sixty days. Mr. Banzhaf explained that the picture had been exhibited in Mt. Vernon and Yonkers and had been

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favorably received; and that Mr. Abrams had looked at the picture and thought it would be well for this corporation to secure it, releasing it about two months after the release date of "Way Down East". After discussion it was determined by the members of the Board to submit the matter to the stockholders for decision.

On motion duly made, seconded and unanimously carried, it was

RESOLVED: That the securities, papers and property of this company, until further ordered, be deposited, in its name, in a safe deposit box in the Pacific Bank Safe Deposit Vaults, 49th Street Branch in the City of New York, and that access thereto be and the same is directed to be had, from time to time, by Dennis F. O'Brien, Vice President, or Albert H. T. Banzhaf, Treasurer, or Secretary of this company, who are hereby severally authorized to sign any agreement in the name of this Company with said safe deposit company to afford such access and permit removal of the contents of such box, and that upon such access being given to all or any of the persons herein mentioned, no further respons bility shall attach to the said safe deposit compahy, until written notice of the revocation of this resolution by the Board of Directors; and that a copy of this resolution, certified by the Secretary, be transmitted to the said safe deposit company.

The meeting then adjourned.

D. W. GRIFFITH COLLECTION
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New York, April 28

My warmest thanks to you for courtesy during filming "Romance". I should have liked to have seen the film before leaving and regret it could not be run. I shall always remember with pleasure my work with you and hope you will thank for me all those connected with "Romance".

Doris Keane.

Telegram phoned April 28th.
from Mt Vernon

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

April 29th 1920.

T. Palmer Howell, Esq.,
Receiver of Taxes,
Mamaroneck, N. Y.

Dear Sir:

Enclosed please find check to the order of "Receiver of Taxes", for $1675.54 drawn by the D.W.G. Corporation, in payment of tax bills #1643 and 1644, one for $158.07 and the other for $1517.47, being the State, County and Town Taxes for the year 1920 on the property formerly owned by Henry C. Flagler Estate, situated at Orienta Point. Kindly receipt within bills and return same to me, for which please find stamped, addressed envelope enclosed.

Thanking you for your courtesy in this matter,
I remain

Very truly yours,

Albert H. T. Banzhaf

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

April 30th 1920.

Studio Property

138 x .50

Mr. George Gascoigne,
11 East 42nd Street,
New York City.

Dear Mr. Gascoigne:

I enclose herewith copy of letter which I mailed to the Receiver of Taxes, at Mamaroneck in payment of the State, County and Town taxes on the Studio property formerly owned by the Flagler Estate, for your information.

Thanking you for your courtesy in this matter, I remain

Very truly yours,

Albert H. T. Banzhaf

AHTB/GD

Studio matters

April 30th 1920.

Mr. Frank Wortman, Manager,
Griffith Studio,
Mamaroneck, N.Y.

Dear Mr. Wortman:

Will you kindly admit Mr. W.C.Ulerich, representing the National Surety Co., and party to the Studio grounds and stage, as he is very anxious to see what a modern motion picture studio looks like.

Thanking you for any courtesies you may extend to Mr. Ulerich and party, I remain

Very truly yours,

AHTB/GD

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LAW OFFICES
FULTON BRYLAWSKI
JENIFER BUILDING
WASHINGTON, D. C.
TELEPHONES MAIN 885-886

April 30, 1920.

Miss I. Alice Wiener,
D. W. Griffith Studios,
Orienta Point,
Mamaroneck, New York.

My dear Madam:-

While at the Copyright Office today I was shown your letter, addressed to the Register of Copyrights, enclosing a synopsis for "THE IDOL DANCER" and stating that the prints had been delivered to me.

You will note from this letterhead that I am an attorney and not an employee of the Copyright Office.

The procedure for securing copyright registration of Mr. Griffith's production of "THE IDOL DANCER" should be identical with that heretofore employed by him, namely, that the synopsis and films should be sent to me direct, to No. 307 Ninth Street, Northwest, this city, where I maintain offices devoted to the matter of copyrighting motion picture films.

Up to the present writing these films have not been received by me, but if you desire me to handle this matter for you kindly send a duplicate synopsis or a letter addressed to the Register of Copyrights requesting that the synopsis enclosed in your previous letter be delivered to me.

Very truly yours,

Fulton Brylawski

FB/DEC

†Form 46 B

COOPER HEWITT ELECTRIC COMPANY

EIGHTH AND GRAND STS., HOBOKEN N. J.

Duplicate

SALES PROPOSAL

The COOPER HEWITT ELECTRIC COMPANY, of Hoboken, New Jersey, hereinafter termed the Company, proposes to furnish f. o. b. works, Hoboken, N. J., to D. W. Griffith Studio, Orients Point

(address) Mamaroneck, New York

hereinafter termed the Purchaser, Cooper Hewitt Lamps and parts as specified in schedule herein, and in consideration of which the Purchaser agrees to pay the Company at prices as set forth in schedule herein, and the Purchaser further agrees to make such payment~~s within ten days~~ from date of shipment. as below

I.—SCHEDULE.

QUANTITY	TYPE	DESCRIPTION	VOLTAGE	PRICE
96	P	Cooper Hewitts complete mounted in eight (8) skylights adjusted for 115 volts, 2 wire circuits		@ $420. - $3360.00

Less 10 & 10% - net				$2721.60

SHIPMENTS: Four (4) skylights complete May 4, 1920, balance 4 skylights about May 18, 1920. TERMS: $500. when notified four skylights are ready- $500. additional when notified four additional skylights are ready; $1000.00 thirty days after complete shipment and balance $721.60 sixty days after complete shipment.
Confirming your order A2027 of February 18, 1920.

II.—GUARANTEE. The Company agrees, at its own expense, to correct any defects of labor or material in the Reflector-Holders and Auxiliaries of said Lamps which may develop under normal conditions and proper use, provided the Purchaser gives written notice of such defects within one year after shipment, it being understood, however, that no goods are to be returned to the Company to be repaired at the Company's expense, or to be replaced with other stock, or to be credited to the Purchaser's account, until the Company shall have had an opportunity of inspecting the Lamps and authority for such return is issued by the Company.

III.—TITLE. The property in and title to the apparatus and the right to use the same under the patents of the Manufacturer shall not pass from the Company until all payments hereunder (including deferred payments and payment of notes and renewals thereof, if any) shall have been fully made in cash, and the apparatus herein specified shall remain the personal property of the Company, whatever may be the mode of its attachment to the realty or other property, until fully paid in cash, and the Purchaser agrees to perform all acts which may be necessary to perfect and assure retention of title to the said apparatus in the Company. The Purchaser hereby expressly agrees that until title to the Cooper Hewitt lamps and parts specified above shall have passed from the Company to the Purchaser as provided for by this contract, such lamps and parts shall remain at the premises of the Purchaser at the place to which said goods shall have been shipped as indicated above, and the Purchaser agrees to use said goods in a proper and careful manner and to keep the same in good order and condition, and not to remove same from said premises without the written consent of the Company, and it is hereby expressly provided that if said lamps or parts are removed or suffered to be removed from said premises by the Purchaser, without the written consent of the Company, the Company shall be entitled to the immediate possession of said goods, and shall be free to enter the premises where said goods may have been taken to, and may remove the same as its own property, and the respective rights and obligations of the parties in case of such removal by the Purchaser shall be the same as in case of a default made in any of the payments provided for hereunder. If default is made in any of the payments in the manner and form at the times herein specified, the Company may retain any and all partial payments which have been made, as liquidated damages and shall be entitled to the immediate possession of said apparatus and shall be free to enter the premises where such apparatus may be located and remove the same as its property, without prejudice to any further damages which the Company may suffer by reason of the Purchaser's refusal or failure to surrender the apparatus when so required. (A re-sale of the apparatus herein specified or any part thereof or installation of the same, by the Purchaser, as agent or contractor for another, shall not alter the effect and intent of the foregoing provisions, it being understood that the Company's rights may be enforced against the Purchaser's vendee or principal the same as they might have been enforced against the Purchaser if such re-sale or installation had not been made.)

IV.—The Company shall not be held responsible or liable for any loss, damage, detention or delay caused by fire, strike, civil or military authority, or by insurrection or riot, or by any other cause which is unavoidable or beyond its reasonable control; or in any event, for consequential damages. Receipt of the apparatus by the Purchaser upon its delivery shall constitute a waiver of all claims for loss or damage due to delay.

V.—ACCEPTANCE. This contract annuls any and all agreements, quotations and understandings, both written and verbal, if any, which have heretofore existed between the parties hereto, and shall be binding on the Company only when approved by the President or a Vice-President or Treasurer of the Company, and when accepted by the Purchaser, and so approved shall become a contract covering all agreements and understandings, either verbal or written, existing between the Purchaser and the Company.

This proposal shall be void unless accepted within ~~ten~~ ..... days from date hereof.

COOPER HEWITT ELECTRIC COMPANY,

Dated April 30, 1920 By William D. Scheland

PURCHASER'S ACCEPTANCE.

The undersigned accepts the foregoing proposal and agrees to all the terms and conditions thereof.

Approved, Hoboken, N. J., ... 191....

COOPER HEWITT ELECTRIC COMPANY,

By ..... Vice-Pres.

By .....

(Title)

Dated ..... 191 .....

Contract No.

SALES PROPOSAL

FROM

.....

DISTRICT SALES OFFICE

TO

.....

Presented ..... by .....

Contract closed .....

.....

.....

.....

.....

.....

FOR

COOPER HEWITT LAMPS AND SUPPLIES

FROM

COOPER HEWITT ELECTRIC COMPANY

HOBOKEN, N. J.

To insure the Purchaser against any possible loss or expense by reason of adverse claims under patents based upon the use of any of the Cooper Hewitt Lamps and supplies covered by this agreement and hereinafter referred to as apparatus, the Company guarantees that the Purchaser shall not be disturbed in the use of said apparatus by litigation based on such adverse claims, and to that end the Company will, at its own expense, defend any and all suits or proceedings that may be instituted against the Purchaser for the infringement or alleged infringement of any patent or patents by the use of any of the said apparatus, provided said infringement shall consist of the use of said apparatus or parts thereof by the Purchaser in the regular course of its business, and providing that the Purchaser be not in default in its payments therefor and gives to the Company immediate notice in writing of the institution of the suit or proceedings and permits the Company through its counsel to defend the same, and gives all needed information, assistance and authority to enable the Company so to do, and thereupon in case of an award of damages, will pay said award, and in case of an injunction against the Purchaser, the Company will pay to it any loss or damage to its business caused by such injunction.

In consideration of the foregoing guarantee the Purchaser covenants not to violate nor infringe any of the United States Patents relating to any of the apparatus herein specified, owned or controlled by the Company or under which the Company has a right to manufacture or sell any of said apparatus, and also agrees that it will not use nor permit others to use on its circuits any lamps or parts of lamps covered by the patents of the Company which are not manufactured by the Company.

In case the Purchaser violates any of these provisions, it shall pay the Company, as liquidated damages and not as penalty, a sum equal to all discounts which have been allowed on goods purchased from the Company under this proposal.

D. W. GRIFFITH COLLECTION
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#102

Contracts

- -

DAVID W. GRIFFITH

-with-

RICHARD BARTHELMESS.

- -

EMPLOYMENT AGREEMENT.

- -

Dated, April 1920.

NEUMAN & NEWGASS
ATTORNEYS AND COUNSELLORS AT LAW
2 RECTOR STREET, NEW YORK

AGREEMENT made this day of April, 1920, by and between DAVID W. GRIFFITH, party of the first part, and RICHARD BARTHELMESS, party of the second part,

W I T N E S S E T H :

WHEREAS, the party of the first part is engaged in the production of moving pictures, and the party of the second part is a motion picture actor; and

WHEREAS, the party of the first part desires to engage the services of the party of the second part as the Star in approximately fifteen (15) proposed motion picture productions, and the party of the second part is desirous of entering into such employment, upon the terms and conditions hereinafter stated;

NOW, THEREFORE, in consideration of the premises, and of the mutual promises and covenants hereinafter contained, the parties hereto have agreed as follows:

FIRST: The party of the first part does hereby engage and employ the party of the second part to render his exclusive services as the Star in the portrayal of the leading male character, characters or roles, in the motion pictures to be produced by the party of the first part as hereinafter provided, for the term of three (3) years, beginning with the 1st day of January, 1921 and ending on the 31st day of December, 1923.

SECOND: The party of the first part agrees that he will cause to be produced during each of the three (3) years aforesaid at least four (4) motion pictures in which the party of the second part shall be starred as aforesaid, due allowance

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being made for necessary intervals of rest between the completion of one and the commencement of another motion picture. The story or scenario of each motion picture shall be submitted by the party of the first part to the party of the second part, prior to the commencement of production, in order that the latter may determine whether or not he is suitable for the role therein intended for him; and no motion picture shall be produced with the party of the second part as its Star which shall not have been approved in advance by the party of the second part in the respect indicated; his approval not to be unreasonably withheld, and the party of the first part, as long as he remains in active control of said production or the managerial control of the corporation which produces said productions in which the party of the second part appears, shall be the sole judge of the reasonableness of such approval, otherwise the said party of the second part shall be sole judge. It is further agreed that the party of the second part shall be consulted with regard to the selection of all casts and directors for the productions in which he is to appear; but in case of a difference of opinion, the judgment of the party of the first part shall prevail.

THIRD: The services of the party of the second part shall be rendered at such place or places within the United States and Canada, as the party of the first part may select, and the living and traveling expenses of the party of the second part when engaged in the performance of his duties outside of the Village of Mamaroneck and suburban district of the City of New York, shall be borne by the party of the first part.

The party of the second part shall attend daily during the established working hours (whether cast or not) for the performance of his duties herein required at the studio or studios of the party of the first part, or on location or other place as may be designated by the party of the first part. No excuse from work, duties or attendance at the studio or on location or other place as required hereby, (unless due to illness or disability) shall be good or sufficient except it be in writing, signed by an authorized agent of the party of the first part. Inclement weather shall be no excuse for non-attendance hereunder unless the party of the second part be actually prevented from attendance; and the party of the second part agrees to abide by, obey and perform all reasonable orders, requests, communications, rules and regulations of the party of the first part. The party of the second part shall perform his services to the best of his ability and shall lend his best efforts, talents and assistance in the production of those motion pictures in which he is starred as aforesaid.

FOURTH: The party of the first part agrees to pay to the party of the second part the following compensation in full for the services to be rendered by him hereunder, to wit:

(a) For each week during the first year of the term aforesaid Fifteen hundred ($1500.) Dollars; during the second year Two thousand ($2000.) Dollars; and during the third year and any ensuing period of employment hereunder Twenty-five hundred ($2500.) Dollars, payable on the Monday following the end of each week.

(b) Ten (10%) percentum of the net profits resulting to the party of the first part from the sale or other disposition in any form whatsoever of all motion pictures

completed as aforesaid during the calendar year 1921; Fifteen (15%) percentum of the like net profits derived from the motion pictures completed as aforesaid during the calendar year 1922; and Twenty (20%) percentum of the like net profits derived from the motion pictures completed in the calendar year 1923 or thereafter.

It is understood and agreed, however, that with respect to motion pictures completed during the calendar year 1921 in the production of which the party of the second part shall be engaged prior to December 1st, 1920, he shall be entitled to receive, in lieu of the ten (10%) percentum of the net profits above specified, such proportion thereof as the days (part of a day being considered a full day for this purpose) spent by him in the performance of his services in such production in the calendar year 1921 shall bear to the total number of days spent by him in the rendition of his services in such production during the calendar years 1920 and 1921.

The term "net profits" as used in this agreement shall mean and be construed to mean the difference between:

(1) The gross revenue, domestic and foreign, derived from the sale, lease, grant of rights in respect to, or any other disposition whatsoever made of, each motion picture and the negatives and positive prints thereof, and the lithographs, heralds, slides and all other accessories relating thereto, if sold by the Producer; and

(2) The proper business expenses of the party of the first part connected with the production and sale or other disposition of such picture, which shall be determined as follows:

Cost of production shall consist of the actual prices paid for any and all scenery, sets, properties, furniture, fixtures and other material expressly purchased, hired or constructed for and used in the productions covered by these presents, together with the actual expense for labor used in connection with

the same and not otherwise charged for; provided, however, that no such items of expense when once charged against any one production, shall be chargeable against any other production covered by these presents.

The salary of the director, assistants, camera men and other necessary employees wholly engaged in and about the productions covered by these presents, shall be charged in full from the time of the beginning of each production to the time of the beginning of the next. The salary of such employees as may be engaged in and about the productions covered by these presents, but not exclusively employed therein, shall be charged to the production in which employed, for the time actually spent by them therein.

The salary of the party of the second part shall be charged to each production for the period from the date of its commencement until the commencement of the next.

All stock actors are to be charged to the productions of the party of the second part from the time they are cast in the production until the completion of said production, unless otherwise cast.

All regular studio overhead expenses which cannot be charged to any specific productions and which are incurred in maintaining the studio organization shall be charged to a pool account and closed monthly and charged to the various productions made at the studio of the party of the first part, including the productions covered by these presents, on the basis of camera-working days. Props and other materials which are bought for

stock shall be charged to a special overhead expense, one-twelfth (1/12th) of which amount shall be charged monthly into the regular overhead account and closed out together with the regular overhead expenses on the basis of camera-working days as aforesaid.

It being the understanding that the accounting department of the party of the first part is to make charges of all purchases and expenses direct to any productions made by the party of the first part whenever it can be ascertained that the particular purchase or expense was made or incurred for any specific production, in order to keep the overhead expense at a minimum.

Only such negative stock shall be charged to the productions of the party of the second part as is delivered to the camera-man upon requisition signed by the camera-man and/or the director in charge of said production or productions.

Only such positive stock shall be charged to the productions of the party of the second part as is actually used in the printing of the sample print, including leaders and waste ends.

If the negative of any production covered hereby is developed and prints are made in the laboratory of the party of the first part the charge shall be two (2¢) cents for each foot of negative film developed and five (5¢) cents per foot for the positive prints, the latter price to include price of positive stock. If the negative is developed and the prints are made in laboratories other than that of the party of the first part the actual charge made by such laboratories shall be charged to the productions of the party of the second part.

Exploitation cost shall consist of all reasonable and necessary expenses incurred in the exploitation or exhibition

of each of the productions of the party of the second part.

No moneys withdrawn by the party of the first part, whether by way of salary or otherwise, except in reimbursement of or advances for necessary expenditures by him, nor any executive salaries in excess of Thirty-five Hundred ($3500.) Dollars per week in the aggregate (to be included as part of the general overhead expense as hereinbefore mentioned), shall be chargeable against any of the productions covered by these presents; nor shall any deduction be made on account of any taxes, imposts or charges, other than excise taxes, imposed by any federal, state, municipal, local or foreign law, ordinance or regulation:

The percentages of net profits aforesaid from each motion picture covered hereby shall be paid to the party of the second part periodically and within four (4) weeks after the same shall have been determined, irrespective of whether or not the term of employment of the party of the second part may then have terminated. Net profits shall be "determined", first when the gross revenue received by the party of the first part, as aforesaid, shall exceed the total cost of production including exhibition and exploitation expenses deductible therefrom pursuant to the provisions of this article, and thereafter, from time to time, as and when additions to such gross revenue are received.

The party of the first part does hereby agree that he will cause true and correct books of account and records to be kept, wherein shall be detailed all of the transactions en-

gaged in by the party of the first part with respect to each motion picture covered by these presents, and all expenditures made and receipts derived therefrom. Separate accounts shall be kept for each motion picture, and all records, vouchers and other papers relating to such motion picture shall be kept for inspection as hereinafter provided for. The revenue derived by the party of the first part from each motion picture shall be recorded separate and distinct from that derived from any other motion pictures.

The party of the second part shall at all reasonable times during business hours have full and free access, by himself or his accredited representative or representatives, to all of the books of account, records, vouchers, memoranda and other papers hereinbefore referred to, and shall have the further right to make extracts and detailed statements therefrom or copies thereof.

The party of the first part does hereby agree that within two (2) months after the completion of the production of each motion picture covered by these presents he will furnish to the party of the second part a statement, containing general items of cost, of the total expenses incurred in connection with each such picture, certified to by a certified public accountant of recognized standing, and does further agree that as and when the gross revenue derived from any such motion picture shall exceed the expenses properly deductible therefrom he will accompany each remittance to the party of the second part of his share of net profits with a statement, similarly certified, show-

ing the amount of such revenue, the sources from which derived, and the share thereof to which the party of the second part shall be entitled.

The performance of the obligations of the party of the first part under this article is hereby declared to be of the essence of this agreement.

FIFTH: The party of the second part does hereby accept the engagement aforesaid, upon the terms in this agreement stated, and agrees that he will devote himself exclusively to the performance of the duties required of him hereunder, and that he will not at any time during the term of this agreement appear for or on behalf of any other person, firm or corporation taking or manufacturing motion pictures, nor in any theatrical production, without the written consent of the party of the first part first had and obtained; and the party of the second part agrees that he will not assist in any way, directly or indirectly, any other person, firm or corporation in the rehearsals, manufacture, or production of motion pictures during the term of this contract.

SIXTH: It is mutually understood and agreed by and between the parties hereto that in case of the sickness or other disability of the party of the second part payment of any salary for the time during which said party of the second part is incapacitated for work shall be optional with the party of the first part, except, however, that there shall be no deduction for any period of illness or incapacity not exceeding seven days in any one production, and the failure of the party of the first

part to make payments to the party of the second part during such time that he is incapacitated for work shall in no way change or alter any of the other provisions of this agreement; neither will an excess payment to the party of the second part by the party of the first part during such time as he is incapacitated for work or during the time that he is actually working under the terms of this contract change or alter any of the provisions of this contract. In no event shall the illness or disability of the party of the second part in any wise affect his rights to his share of the profits derived from the motion pictures covered by these presents.

SEVENTH: The party of the second part shall provide at his own expense all modern wardrobe necessary to properly dress for the parts in which he may be cast as the Star as directed and instructed by the party of the first part, and the party of the first part shall provide at his own expense for all costuming for the party of the second part.

EIGHTH: The party of the first part shall give or cause to be given the name of the party of the second part prominence as the Star in all positive prints, advertising and literature used in connection with the productions in which he enacts the leading male role or character, and the party of the first part agrees to provide or cause to be provided lithographs and other advertising material so as properly to advertise each motion picture in which the party of the second part appears during the term of this agreement. The name of the party of the second part shall appear in larger type than that of any other individual, except that of the party of the first part.

NINTH: It is further agreed by the party of the second part that he will not permit himself to be advertised by any one other than the party of the first part during the term of this contract or any extension thereof, and that he will not permit his name to be advertised in connection with any specifically named motion picture or photoplay at the termination of this contract or any extension thereof, until the expiration of a period of two months after such termination.

TENTH: It is understood and acknowledged by both parties hereto that the party of the second part's services, talents and abilities as a motion picture actor, which the party of the first part hereby contracts to use to the fullest measure in his work hereunder for the benefit of the parties hereto, are excellent, rare, unique, uncommon and of a peculiar and extraordinary nature and of great value to the party of the first part and that these talents, services and abilities cannot be replaced by the party of the first part.

ELEVENTH: In the event that on the date when this contract would otherwise terminate as hereinbefore provided, the party of the second part is performing in a production actually begun at least one (1) month prior to such date of termination, the term of this agreement shall automatically be extended to the date of the completion of such motion picture, but in no event for more than two months.

The party of the second part shall have the option of terminating this agreement forthwith in the month of January in each of the years 1922 and 1923, in the event that four (4) motion pictures shall not have been completed in the preceding

calendar year, provided, however, that such failure to produce at least four (4) motion pictures in such calendar year shall not have been caused by the illness or default of the party of the second part.

The party of the second part shall, furthermore, have the option to terminate this agreement on ten (10) days' written notice in the month of March, 1923, if prior to the 1st day of March, 1923 he shall not have received the sum in the aggregate of at least Thirty-five thousand ($35,000.) Dollars on account of his share of profits from motion pictures theretofore completed under this agreement; but such option may be extinguished by the payment therefor to the party of the second part, prior to the expiration of said ten (10) day notice period of the exercise of said option by him, of any difference between the aforementioned amount and the sum of the profits actually received by him.

Upon the expiration or termination of this agreement, all of the terms, conditions and provisions of this agreement relating to or affecting the party of the second part's share of net profits as provided for by Article FOURTH above, shall, nevertheless, continue in full force and effect.

TWELFTH: It is further agreed that if the party of the second part should break this contract and enter or threaten to enter the employ of another to act, play or take part in the production of motion pictures in any capacity or in any other productions on the stage or otherwise during the term of this contract, then and in that event it is hereby agreed that the party of the first part may apply to any Court of competent jurisdiction for an injunction restraining said party of the

second part from so acting, playing or taking part in any capacity in the production of motion pictures or dramatic productions or any other services for anyone else, and the party of the second part hereby consents to the issuance of such an injunction and agrees not to contest the same.

It is understood and agreed by the parties hereto that the party of the first part may assign this contract to a corporation or firm, which corporation or firm, however, shall be under the control of the party of the first part. No assignment, however, by the aforesaid assignee shall be made without the written consent of the party of the second part; and in any event, the party of the first part shall be jointly and severally liable with said assignee or assignees for the faithful performance of all the terms of this agreement on his part to be performed. The party of the second part shall have the option to terminate this agreement forthwith in the event that at any time control of the corporation or firm to which the party of the first part may assign this contract shall pass from him.

THIRTEENTH: It is agreed by and between the parties hereto that no outright sale of the negative of any motion picture shall be made by the party of the first part except with the written consent of the party of the second part first had and obtained; nor, except with the like consent, shall any pledge or hypothecation thereof be made other than one subject to all the rights of the party of the second part under this agreement applicable thereto; and it is further agreed that the party of the first part shall not, without the written consent of the party of the

second part, make any agreement with any distributor whereby the latter (individual, firm or corporation) shall become entitled to more than thirty-five (35%) percentum as the distributor's share of the gross intake from the picture through the distribution thereof in the United States (excepting its insular possessions and Alaska which shall be classified with foreign territory), or more than fifty (50%) percentum from the foreign distribution thereof.

FOURTEENTH: It is understood and agreed that if owing to any act of any public officer, board or commission, acts of God, war, strikes, lock-outs or other causes not under the control of the party of the first part or not due to his neglect, the production of said motion pictures by the party of the first part at his studio in Mamaroneck or the vicinity shall be directly or indirectly prevented or impeded, then in such event unless another suitable studio be available, the services of the party of the second part hereunder in the production of the aforesaid photoplays or any one thereof shall be suspended until the resumption of operations at said studio or vicinity shall be permitted by the removal of the conditions causing such prevention or obstruction of said production or productions, but in no event shall such suspension exceed the term of two months without a written consent from the party of the second part.

FIFTEENTH: This agreement having been entered into in the State of New York shall be construed in accordance with the laws of the United States and the State of New York applicable thereto, and shall be binding upon and enure to the benefit of the

parties hereto and their respective heirs, executors, administrators, successors, legal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals the day and year first above written.

_____(L.S.)

_____(L.S.)

STATE OF NEW YORK :
: SS.:
COUNTY OF NEW YORK :

On this day of April, 1920, before me personally came DAVID W. GRIFFITH, to me known and known to me to be the person described in and who executed the foregoing agreement, and he duly acknowledged to me that he executed the same.

STATE OF NEW YORK :
: SS.:
COUNTY OF NEW YORK :

On this day of April, 1920, before me personally came RICHARD BARTHELMESS, to me known and known to me to be the person described in and who executed the foregoing agreement, and he duly acknowledged to me that he executed the same.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative

MUSEUM OF MODERN ART FILM LIBRARY
D. W. GRIFFITH COLLECTION

D.W. GRIFFITH'S SUPREME TRIUMPH

HEARTS OF THE WORLD

A ROMANCE OF THE GREAT WAR

GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

file 4/ /20

R O M A N C E

PROLOGUE

I Grandfather seated in front of fire.

Closeup of Grandfather.

Young boy and girl skating -- he holds her back from danger.

Watchers laugh.

Girl laughingly points to watch -- she must go -- Boy removes her skates -- they go off.

Flash to grandfather smoking -- grand-daughter runs in.

Boy and girl come in to her home -- greet mother -- mother gives girl mail -- the part she has been expecting comes to her -- girl very happy -- love between boy and girl established. Boy leaves. Girl waves at him from window

Grand-daughter sitting on arm of grandfather's chair -- talking of her brother.

Boy comes into lower hall.

Girl runs out to meet her brother -- he tells her that he loves the girl but is afraid to tell grandfather -- she promises to help.

Girl goes in to grandfather -- coaxingly -- asking if he would like to hear a new record -- puts on Mignon -- he does not like it.

S. T. "DON'T PLAY THAt -- IT MAKES ME RATHER SAD".

She takes it off -- He asks for a Little Harry Lauder for a change. She is surprised but puts record on -- Looks toward door.

Flash Harry in door watching.

Girl tries to tell old man -- hesitates -- she tells him Harry is engaged to an artist -- grandfather thinks it is a painter -- she hesitates, embarrassed -- tells him it is an a ctress -- grandfather shakes his head -- girl notices his hair -- laughs -- he tries to fix it -- she does it for him --

S. T. "YOU ARE JUST LIKE YOUR GRANDMOTHER."

She runs to meet Harry coming in -- Harry tells grandfather he wants to talk to him -- then decided it can wait until tomorrow -- from door girl watches -- waves encouragement -- boy goes back -- starts his story -- grandfather looks up with smile -- Harry realizes sister has told -- grandfather refuses his consent -- boy with spunk says he will anyway -- that old man is too old for romance -- starts toward -- grandfather calls him back - gets up -- crippled with rheumatism. S. T. "RHEUMATISM! DONT TALK TO ME OF RHEUMATISM! I AM ONLY TWENTY-SIX YEARS OLD." Takes mementos out of drawer. starts

Opening Picture.

Church.
Young man preaching from pulpit.

Flash sleeping man wakes -- annoyed at preacher's sermon - leaves church.

Back to preacher -- preaching of hypocrisy.

HOME OF VAN TILES -- EXTERIOR

INTERIOR -- RECEPTION IN VAN TILE RESIDENCE.

Introducing Van Tile and Suzanne receiving guests.

THEATRE.

Long shot introducing Mme. Cavallani on stage -- close-up --

Long Shot -- Bowing to audience.

OUTSIDE CAVAllani's DRESSING ROOM.

Admirers making way for singer to enter dressing -- she goes into

dressing room -- Maid making fuss over Cavallani -- Men rush in with flowers -- Cavallani taking off headgear --

Cut to men talking outside.

Back to singer in dressing gown -- Maid brings in guests to singer --

They present gift to singer -- she asks them to sit down.

One man sits on flowers -- another on pet monkey -- she rushes to rescue.

SOME TIME LATER -- Cavallani tells them she is sorry but they must go-- All leave -- she closes door -- very tired -- maid fussing over her.

Man quarreling with woman on street -- Minister comes along --

Minister attempts to stop man -- man strikes minister -- minister throws man to ground -- leads woman away and leaves her at her door.

VAN TILES RECEPTION --

Van Tile greeting prominent man.

Boy comes to Van Tile door - asks butler for script -- he is given something to eat -- man brings back script -- business -- Van Tiles calls boy back --

S. T. "OH, JOHN, WHAT IS YOUR LAST NAME?"

ON STREET -- Milk man -- Meets minister -- he asks for a lift --

EXTERIOR VAN TILE HOUSE -- Minister climbs off milk wagon -- Interor goes in sneaks into hall -- bumps into Van Tile -- glad to see him

UPSTAIRS IN VAN TILE HOUSE.

Group of gossips talking about minister --

DOWNSTAIRS HALL -- Van Tile tells minister women are upstairs.

UPSTAIRS -- Minister comes up to group of gossips -- Suzanne greets him- Gossips disperse -- Suzanne asks him what is the matter with his clothes. Fixes him up.

DOWNSTAIRS At THE BUFFET -- Eating and drinking -- women on side.

Cavallani enterd -- applause -- she bows, smiles -- women gather around men compliment her--

One man refuses to allow his wife to meet her because she is actress-- goes upstairs --

UPSTAIRS -- Minister and Suzanne talking -- man comes up -- Suzanne leaves -- man tells minister disgraceful to ask them to meet actress. Tells gossip of Cavallani ---

S. T. "AS FOR VAN TILE! EVERY ONE KNOWS -----"

Minister stops him -- Van Tile comes up - man leaves. Minister and Van T

Van Tile -- talking -- Minister tells Van Tile he musttell him something. Suzanne passes -- Minister tells Van Tile he wishes to give him some advice -- they sit down.

S. T. " DO YOU THINK IT IS WISE TO INVITE THIS OPERA SINGER TO HOUR HOUSE?"

VAn Tile talks xx to him --

DOWNSTAIRS -- All gather around Cavallani -- begging for dances -- she sends them to dance with other less popular women -- points out other woman -- xxxxxxxxxx

ON STEPS -- Cavallani throws flowers -- chooses one man to take her home.

UPSTAIRS -- Cavallani comes on to where two men are -- minister looks at her and leaves -- Van Tile tells her it is a clergy man xx she hears singing downstairs -- is angry -- he explains it is an introduction to her singing -- he sits down - she leans over chair talking ---

RETROSPECT -- Cavallani singing to him on balcony -- throws flower -- he xxxx over to her -- kissing hand -- walk -- embrace.

BACK TO SCENE xx Cavallani talking -- Van Tile suggests they end their affair -- he is getting old -- she must not wastex herself on him -- she walks away -- he says to her --

S. T. "I DON'T BELIEVE YOU EVER REALLY DID LOVE ANYONE."

She declares she will tell him the story of her first romance.

RETROSPECT --- IN VENICE. Young Cavallini with Beppo singing -- Beppo sings to her -- she points to gallery -- Again he sings more impassioned to her -- Money drops to them - move on -- she comes back to foreigner who gave money.

S. T. "SO THAT NIGHT HE CAME TO MY LITTLE SHACK."

EXTERIOR LITTLE SHACK -- Girl saying goodbye to Beppo -- she goes in-- comes out again -- she calls him back -- he comes in -- embrace, xx----------

BACK TO CAVALLINI LEANING ON VAN TILE'S CHAIR.

S. T. "AND THEN -- I WONDER IF THAT IS WHAT PEOPLE MEAN BY LOVE?"

???Girl with Beppo asleep in her arms -- Fade out ?????

BACK TO VAN TILE AND CAVALLANI --

S. T. "AND SO I WAIT ALL NIGHT UNTIL DAY COME

BACK TO RETROSPECT.

Girl in room with canary bird -- very happy -- Beppo comes in with man-- She greets them -- turns to window -- suddenly turning -- sees man exchanging money -- she turns back to window -- Beppo calls her -- tells her he is leaving her with his friend for a little while -- she is frightened -- thinks of money she saw exchanged -- grabs Beppo --

"YOU MEAN YOU WOULD SELL ME?"

Beppo throws her off -- goes out -- man locks door -- She beats against it - man comes toward her -- she shrinks away to floor by door - FADE.

BACK TO VAN TILE AND CAVALLANI -- Van Tile sympathetic. They talk little longer -- Music starts -- she says she cannot sing -- she must rest -- she stretches out on couch -- he comes over to her - kisses her hand -- Exits.

DOWNSTAIRS - Flash Minister and Suzanne talking - he wxits.

UPSTAIRS - Minister comes up for hat -- Cavallani dozing on couch -- sees minister -- turns away - he looks toward her - sneaks away - she turns, calls him - he lays down hat and stick and comes toward her moves away again --

S. T. "ARE YOU AFRAID OF ME?"

Minister very uneasy - comes back, starts to sit down - very formally introduces himself -- She tells him she is not Cavallani -- Cavallani is very fat and old --

He begins to preach to her -- He turns - her hands are over her face, He thinks she is crying -- comes toward her -- she takes hands from face - is laughing at him -- he goes for hat and stick -- she goes to table containing wine and glasses -- he comes over suddenly and says good-bye -- she stands looking intently at him -- he hesitates-- comes back -- startles her -- she laught -- tempts him to drink -- At first refusing, he drinks with her.

She talks to him - almost kisses him - turns away - he follows her-- Again nearly kiss - she puts finger on his lips - she invites him to sit down - again she talks to hi m -- he asks for a flower -- she gives it to him in handkerchief - he kisses her hand.

Van Tile enters in time to hear her ask minister to her hotel tomorrow. Van Tile stands surprised -- She looks from one man to the other several times -- then winks at minister

DOWNSTAIRS -- Cavallani bowing -- great applause from guests.

Minister stands watching -- Van Tile over to minister who does not speak -- rushes out without hat.

EXTERION -- Minister in front of window.

INTERIOR -- Cavallani singing.

EXTERIOR -- Minister without hat -- someone comes along tells him to put his hat on -- he finds violets in handkerchief -- puts them in breast pocket and goes off.

Minister calls on Cavallani at theatre

TIME LAPSE.

AT THE MINISTER'S HOUSE -- Couple of women talking charities to him- he is uninterested --

EXTERIOR MINISTER'S HOUSE ff Cavallani arrives in sleigh .

INTERIOR xx Minister hears sleigh -- applause -- rushes to window.

EXTERIOR -- Cavallani waves to minister.

INTERIOR -- Minister grabs had and coat -- ladies quesion him --he pays no attention to them.

IN THE HALL -- His aunt tries to stop him.

EXTERIOR -- He gets into sleigh -- wrapping up in furs.

INTERIOR -- Women watching.

Basil Rathbone

EXTERIOR FLORISTS SHIP -- Cavallani and minister drive up -- enter.

INTERIOR -- picking out flowers -- give instructions to messenger.

EXTERIOR XX Sleigh -----

SILHOUETTE MAN ------

Cavallani and minister xxxixxx in sleigh.

Boy arrivès at Auntie's house with flowers.

BACK TO SLEIGH -- Cavallani and minister comparing silhouettes.

INTERIOR VAN TILE's house --- Van Tile and Suzanne at window watching minister and Cavallani

BACK TO SLEIGH --

Back to Van Tile and Suzanne.

THE NEXT DAY.

Minister rehearsing chori boys --

SUZANNE VISITING AUNT'S HOUSE. Suzanne chiding aund about flowers.

CHOIR REHEARSAL -- Van Tile comes in -- talks to minister -- minister leaves him - goes on with choir rehearsal.

Aunt and Suzanne talk seriously about minister.

Van Tile comes in to pay respects to aunt. Suzanne exits. Van Tile talks seriously to aunt.

EXTERIOR -- Cavallani drives up torectory.

INTERIOR -- Aunt does not want Cavallani to enter her house.

Cavallani enters with monkey.
Van Tile pets monkey -- she asks aunt to do same -- Aunt snubs her -- Aunt exits.

Van Tile talks to Cavallani about minister -- she declares she never would marry minister. Over to monkey.

Seated on chair Van Tile pleads with her not to see minister before leaving.

S. T. "I ONLY KNOW ONE THING -----"

Van Tile looks around room in recotry ---
Tells her she will make minister suffer very much -- she says nothing gets up -- gives flowers to Van Tile to give Minister and say she said ~~fxx~~ Good bye.

As Van Tile is leaving, minister enters -- Minister comes into room-- comes over to Cavallani/

S. T. " A LITTLE DREAM , etc....."

SHE talks to minister -- says good bye to him -- business --

MAN WITH MONKEY OUTSIDE WINDOW.

SHE rushes to window ~~p~~- gets her monkey -- brings to window -- Minister disgusted.

AFTERWARDS -- Cavallani looking at baby's picture -- business.

AT THE ORGAN -- She plays Annie Laurie -- sings.

She leaves organ -- he follows her -- puts arms around her.

S. T. "THIS IS OUR LITTLE MOMENT -- IT WILL NEVER COME AGAIN ! SO HOLD ME CLOSE!"

He kisses her.

S. T. "WHEN WILL YOU MARRY ME?"

She turns - walks away -- he asks why she will not marry him -- She answers that everybody knows -- she turns away and sits down -- he is seated - pleading --

REVERT BACK to Beppo incident -- she is thinking of Beppo --

S. T. "I AM NOT GOOD".

He tells her he forgives her with all his heart -- she lies back in his arms -- he tells her it all happened so long ago he can forgive -- she starts up quickly ---

S. T. "SO THAT IS WHY YOU FORGIVE ME?"

He gets up leads her toward door -- tells her they will tell Van Tile -- she turns back quickly -- He is suddenly suspicious of gossip he heard in the hall -- he asks if it is ture -- she tries to turn it aside -- he insists that she swear there is nothing wrong --- she swears it is a lie.

He asks her forgiveness - something makes him suspicious -- he goes to ask Van Tile if it is true -- she holds him back -- he goes to window -- Van Tile enters -- Minister tells him he is engaged to be married to Cavallani -- Van Tile congratulates minister -- Cavallani.
Minister asks if there has been anything between Van Tile and Cavallani ----

S. T. "I HAVE ALWAYS HAD THE GREATEST ADMIRATION IN THE WORLD FOR MADAME CAVALLANI -- AN ADMIRATION WHICH I REGRET TO SAY SHE FAILED TO RETURN."

?Minister asks Van Tile's forgiveness --

Cavallani is crushed against the wall.

She gets up, rushes over to Van Tile, confesses to having been his mistress ------ Minister turns away -- Van Tile speaks --

S. T. "I WOULD HAVE GIVEN ANYTHING IN THE WORLD TO HAVE SPARED YOU THIS."

Van Tile Exits ----- Cavallani reaches out hand to minister -- he turns his back -- she takes off pearls -- she leaves ---

S. T. "THANK YOU FOR HAVING LOVED ME." Exits.

Minister sinks to floor by chair -- aunt enters ----

Cavallani outside door in snow.

Minister on knees ---- FADE OUT.

S. T. THE NIGHT OF THE FAREWELL PERFROMANCE.

Cavallani in her dressing room -- everything packed up ready to leave -- maid packing -- Cavallani uninterested -- finds silhouette made in front of flower shop -- picks it up.

Minister in street -- woman comes up to him -- he rushes away like a madman.

In the street -- Cavallani getting into cab -- men cheering -- men draw her carriage away --

Minister in front of Brevoort hotel -- business -- goes on up street

At the singer's apartment -- Butler and maid getting supper ready-- compare notes on the times they sang -- he starts singing -- She forgets spaghetti -- he breaks plate -- Van Tile enters.

They hear Cavallani coming.

Crowd gathers around entrance to Brevoort.

Interior hotel -- she goes to her room.

In the room -- servants adding last touches to room --

Boys come in with flowers -- Cavallani finally enters -- sees Van Tile -- stops -- she goes to window -- throws flowers -- makes speech.

Cheers from crowd in the street --

She waves good bye from window --

Interior -- she turns to Van Tile -- takes cigarette from his mouth -- maid takes crown off her head -- Cavallani on floor by fire -- maid starts to take off her dress -- hurts her arm -- fuss -- Van Tile quiets them -- Cavallani sits by table refuses to eat -- Maid leaving room angry -- saying no one loves her -- Cavallani rushes to her throws arms about her, business.

MINISTER BY CORNER OF CHURCH -- undecided -- Eyes upward to cross on church -- he must save woman -- he goes off down street determined.

IN APARTMENT -- ~~xarrantxsaysxgaadxbyaxtaxYaaxTilexxx~~ Cavallani at table with Van Tile -- he imitates waiter serving wine, etc -- she laughs -- he proposes toast --

S. T. "A TOAST TO THE SPLENDOR OF ~~XXE~~ YOUR DAYS TO COME!"

S. T. "A TOAST TO A DREAM I WILL NEVER DREAM AGAIN!"

Vision of Cavallani with baby in arms -- Minister working at desk.

BACK TO SCENE -- Cavallani finishing wine --

Van Tile with another vision -- goes over to Cavallani - tells her he will meet her in Paris -- she reminds him he is too old -- he kisses her arm -- she pulls away -- tells him she cannot -- stands -- rapt expression -- Van Tile stands -- comes around in front of her -- realizes she has changed -- she tells him that something has come to her -- a beautiful light --

RAP ON DOOR --

Card is brought into her -- the ministers -- she shows it to Van Tile -- she refuses ~~o~~ to see minister -- Van Tile says she must see him -- Van Tile starts to exit -- she follows him-- begs that he do not leave her alone -- he says she must see the minister and goes off after kissing her forehead reverently.

S. T. "I SHALL ALWAYS HEAR you SINGING IN MY HEArt AND REMEMBER YOU FROM THE BOTTOM OF MY SOUL."

Minister knocks on door in hallway.

IN THE ROOM -- Cavallani bids him enter -- Minister enters - she goes over to him -- he is all bedraggled -- he tells her where he has been ---

REVERT BACKS to what he has been doing.

BACK TO SCENE -- He tells her he realizes he must save her soul..

S. T. "BECAUSE GOD HAS GIVEN ME THE STRENGTH TO CONQUER YOU!"

She thinks he will hurt her -- he tells her what he brings is love --she starts toward him -- "God's love!" he tells her -- He preaches to her -- she tells him that the God who gave her her beauty, her voice, will not be too harsh with her ---

He asks that she promise never to give herself to another man. She promises but he does not believe her -- she tells him how she will work to atone --
He turns to go when he remembers the pearls -- brings them back and lays them on table and finds Van Tile's card.
Jealous and angry -- she looks at hi m and wonders what is the matter -- he asks if Van Tile has been ther -- she says yes -- he makes to strike her -- she tells him it was only a farewell-- he is furious and will not believe -- she denies -- says she loves another ~~f~~ he asks who it is ---

S. T. "IT IS YOU I LOVE."

He takes her hands - tells her she must pray -- she kneels to ;ray -- he grabs her in his arms -- she holds him back ---

She tells him this is the biggest moment of her lifeand asks that he be not like other men because she loves him -- he stoops and kisses the hem of her dress -- he staggers out.

Minister meets choir boys and walks away with them.

FADE ON CAVALLANI PRAYING

EPILOGUE

Grandfather talking to boy -- son rises inspired --
S. T. "I AM GLAD YOU TOLD ME THAT STORY -- I AM GOING TO BE MARRIED AT FOUR O'CLOCK TOMORROW."

Grandfather tells him that isnot his reason for telling the story -- still he objects to the marriage -- but the boy goes out.
Girl comes running in glad grandfather has given consent -- he asks her to read newspaper -- she starts reading.

Boy goes to tell girl good news .

Back to grandfather and girl --

S. T. "Oh, MADAME CAVALLANI IS DEAD!"

She goes on reading to herself --

S. T. "STRANGE SHE NEVER MARRIED anyone - DID YOU KNOW THAT, GRANDPA?"

She starts to read something else -- he stops her, says he does not want to hear any more -- she kisses him good night, turns down light and exits -- he goes over to phonograph - puts on record -- goes back to chair - closes his eyes and listens to music.

VISION in on chair -- woman -- out-- Grandfather takes out handkerchief and flowers -- head in hand --

FADE OUT

THE END

RECEIPT FOR TAXES.

Receipt for Taxes—Every receiver of taxes shall deliver a receipt wholly written in ink or partly printed and filled out in ink or indelible pencil to each person paying the tax * * * —Section 27, Chapter 105, Laws 1916.

OFFICE OF RECEIVER OF TAXES, TOWN OF MAMARONECK, N. Y.

T. PALMER HOWELL,
Receiver of Taxes

State, County and Town Taxes—1920 (as per assesment roll of 1919)

Mr. L O N G Coorp

Page 83

LOCATION Sec.	Block	Lot	Assessment	State and County Tax		Highway Tax		Town Tax		Fire District No. 1		Fire District No. 2		Lighting District		Outside Fire Light & Water District		Inside Villages of Larchmont & Mamaroneck		TOTAL TAXES Dollars	Cents
9	105	a 28.06	240000	1636	22			481	25											1517	47

TAX RATES

	State & County Tax	General Town Levy	Highways Maintenance & Bonds	Health and Constables	Lighting District	Fire Dist Levy	Total Rates
Village Mamaroneck	4.3176	2.0052					6.3228
Village Larchmont	4.3176	2.0052					6.3228
Outside District	4.3176	2.0052	5.9748	1.8031			14.1007
Lighting District	4.3176	2.0052	5.9748	1.8031	1.2935		15.3942
Fire District, No. 2	4.3176	2.0052	5.9748	1.8031	1.2935	.9239	16.3181
Fire District, No. 1	4.3176	2.0052	5.9748	1.8031	1.2935	4.2885	19.6827

Total Taxes,	$	1517 47
Penalty,	%	
Total Amount Paid,	$	

No 1644

RATES OF PENALTIES IF PAID

DURING APRIL, NONE.
DURING MAY, 2 PER CENT.
DURING JUNE AND JULY, 5 PER CENT.
DURING AUGUST & SEPTEMBER, 7 PER CENT.
DURING OCT., NOV. & DEC., 10 PER CENT.
THEREAFTER, 12 PER CENT TO DATE OF SALE.

Received payment from ..... *Cash, Check*

Date of payment of Tax April 30 1920

T. Palmer Howell

Receiver of Taxes

TOWN OF MAMARONECK

GEORGE W. BURTON, Supervisor
JOHN C. FAIRCHILD, Town Clerk
WILLIAM A. BOYD
PATRICK H. COLLINS
FREDERICK P. SHAFER
GEORGE B. DUDLEY
Justices of the Peace
T. PALMER HOWELL, Receiver of Taxes
HARRY T. McGIVNEY, Deputy Receiver of Taxes

Assessed Valuation for the Year 1919-1920

	Real Estate	Personal	Special Franchise	Total
Village of Larchmont	$6,203,990	$ 87,450	$248,418	$ 6,539,858
Village of Mamaroneck	5,754,630	12,500	346,896	6,114,026
Outside District	361,900			361,900
Lighting District	157,00		12,000	169,000
Fire District, No. 1	2,348,210	11,000	112,472	2,471,682
Fire District, No. 2	445,100		31,120	476,220
	$15,270,830	$110,950	$750,906	$16,132,686

STATE AND COUNTY TAXES

State Tax for Third Brigade District	$ 3,427.02
State Tax for Judiciary	2,905.38
State Tax for Canals, Etc	20,375.82
County Tax $44,627.97 less estimated amount from Income Tax $20,000.00	24,627.97
Extra salary for School Supt. and expenses	606.41
For School Teachers' Retirement Fund	249.89
To pay for maintenance of State and County Highways, 1920 1.34 miles	50.00
To pay for support of poor and children in institutions, year 1920	10.924.63
To pay Debtor Account 1916 Equalization appeal	6,488.24
Total State and County Taxes	$69,655.36

TOWN TAXES

To pay for repairs and construction of bridges	$ 1,800.00
To pay for repairs to machinery, etc	150.00
To pay for removal of snow, cutting bushes, etc	1,500.00
To pay the salary of Supervisor under Westchester County Tax Act	2,500.00
To pay the salary of Supervisor under Highway Law	1,000.00
To pay the salary of Supervisor's Clerk	1,200.00
To pay the salary of Receiver of Taxes	4,200.00
To pay salaries of three Assessors	4,700.00
To pay salary of Overseer of Poor	1,200.00
To pay salary of Janitress	600.00
To pay salary of Town Clerk	3,000.00
To pay salary of Town Supt. of Highways	1,525.00
To pay rent of Court Rooms for Justices of Peace	1,140.00
To pay rent of Town offices	960.00
To pay for temporary support of poor	5,500.00
To pay Assessment Map Bond No. 6	1,000.00
To pay interest on $5,000 Assessment bonds at 5%	250.00
To pay Town's share for construction of Winfield Avenue bridge	1,324.00
To pay allowances to Larchmont Public Health Association and Child's Welfare Station	600.00
Total General Town Appropriations	$34,149.00

OUTSIDE OF INCORPORATED VILLAGES

To pay for repairs and improvements to highways	$ 9,000.00
To pay Boston Post Road bond No. 11 issue of May 1, 1907	1,000.00
To pay interest on Boston Post Road bonds	150.00
To pay Murray Avenue improvement bond No. 3 issue of Sept. 1, 1910	1,000.00
To pay interest on Murray Avenue improvement bonds $6,000 at 5%	300.00
To pay Murray Ave. completion bond No. 5	1,000.00
To pay interest on Murray Ave. completion bond $10,000 at 4½%	495.00
To pay Boston Road improvement bond No. 6 issue of June 1, 1912	2,000.00
To pay interest on Boston Road improvement bond $22,000 at 4½%	990.00
To pay interest on Chatsworth Ave. Improvement bond $10 000 at 5%	500.00
To pay sidewalk bond No. 3 issue of Sept. 1, 1913	1,000.00
To pay interest on sidewalk bond $8,000 at 5%	400.00
To pay sidewalk bond No. 2, issue of Sept. 1, 1914.	1,000.00
To pay interest on sidewalk bond issue of Sept. 1914 at 5%	150.00
To pay compensation peace officers	3,000.00
To pay compensation Health officer	500.00
To pay audited claims for culverts and drains	2,773.00
Total outside of Villages	$25,258.00

LIGHTING DISTRICT

To pay for rental of street lights for year 1920	$ 4,500.00

FIRE DISTRICT NO. 1

To pay Fire District bonds Nos. 3 and 4 issue of July 1, 1918	$ 2,000.00
To pay interest on Fire District bonds $8,000 at 5%	400.00
To pay rentals of fire hydrants	1,500.00
To pay compensation special peace officers	3,000.00
To pay for collection and disposal of ashes, garbage, etc	3,200.00
To pay for repairs, equipment and maintenance of fire apparatus and fire house	500.00
Total Fire District No. 1	$10,600.00

FIRE DISTRICT NO. 2

To pay rental of fire hydrants	90.00
To pay rental of fire house and repairs and equipment of fire apparatus	350.00
Total Fire District No. 2	$ 440.00
Total	$144,602.36

FOR RATES SEE OTHER SIDE

RECEIPT FOR TAXES.

Receipt for Taxes—Every receiver of taxes shall deliver a receipt wholly written in ink or partly printed and filled out in ink or indelible pencil to each person paying the tax * * * —Section 27, Chapter 105, Laws 1916.

OFFICE OF RECEIVER OF TAXES, TOWN OF MAMARONECK, N. Y.

T. PALMER HOWELL,
Receiver of Taxes

State, County and Town Taxes—1920 (as per assesment roll of 1919)

Mr. D. H. G. Corp. Page 106

LOCATION			Assessment	State and County Tax		Highway Tax		Town Tax		Fire District No. 1		Fire District No. 2		Lighting District		Outside Fire Light & Water District		Inside Villages of Larchmont & Mamaroneck		TOTAL TAXES	
Sec.	Block	Lot																		Dollars	Cents
9	93	—	25000	107	94			50	13											158	07

TAX RATES

	State & County Tax	General Town Levy	Highways Maintenance & Bonds	Health and Constables	Lighting District	Fire Dist Levy	Total Rates
Village Mamaroneck	4.3176	2.0052					6.3228
Village Larchmont	4.3176	2.0052					6.3228
Outside District	4.3176	2.0052	5.9748	1.8031			14.1007
Lighting District	4.3176	2.0052	5.9748	1.8031	1.2935		15.3942
Fire District, No. 2	4.3176	2.0052	5.9748	1.8031	1.2935	.9239	16.3181
Fire District, No. 1	4.3176	2.0052	5.9748	1.8031	1.2935	4.2885	19.6827

Total Taxes, $ 158 07

Penalty, %

Total Amount Paid, $

No 1643

RATES OF PENALTIES IF PAID

DURING APRIL, NONE.
DURING MAY, 2 PER CENT.
DURING JUNE AND JULY, 5 PER CENT.
DURING AUGUST & SEPTEMBER, 7 PER CENT.
DURING OCT., NOV. & DEC., 10 PER CENT.
THEREAFTER, 12 PER CENT TO DATE OF SALE.

Received payment from ..... *Cash, Check*

Date of payment of Tax June 30 1920

T. Palmer Howell

Receiver of Taxes

D. W. Griffith Productions
INTER-OFFICE MESSAGE

To Harry Carr

From R E Long

Date ~~April~~ May 1 1920

Time

Reply to

Herewith the Income Tax story from the Los Times

If you will let me Have your copy when ready, I'll get a price. I imagine it will be about $750. for the 5,000.

Please make all replies on back of this memorandum.

Pkg #779 Income Tax
D.W.G

I want to send you an article on the income tax which we believe to be a most unjust form of taxation. I do not believe that this law, put into effect during the war, has been carefully considered. The truth of the matter is, the income tax as it remains at present will establish an autocracy of wealth in this country such as has never been known. It makes impossible coming up from the ranks with full opportunities that we Americans are supposed to be so proud of as it is impossible for a creator or inventor in business or other lines to finance his business on his profits. They are taken away from him by the government which forces him to go to established capital.

Do you realize the injustice of an income tax that takes from a man who would earn through salary, invention, royalties or hard work the sum of an hundred thousand dollars, practically one half in income tax? When a man worth two and one half millions would pay exactly this same tax to the government at the end of the year leaving his two and one half millions untouched and having taken half the property of the creator or other individual.

We believe the only possible taxation is one directly upon wealth. This would leave free the man worth say up to ten thousand dollars and would graduate to such a degree it would make impossible fortunes over fifty millions that constitute a great roar of unrest to the average citizen. To the old answer that this is not constitutional and difficult to do we return a very large doubt. If the present unjust income tax is constitutional, the just direct tax should be more constitutional.

Through office associations and verious other organizations we intend to send out propaganda with books, circulars, etc. upon

this point and we submit it to your careful consideration.

The easiest and best way to give the same old opportunities of which we boast to our citizens is the correcting of this most unjust form of taxation which drives the creator and the brain worker to organized capital to finance his ability. And the income tax which bears so heavily upon the creator and so lightly upon organized money.

Most sincerely yours

Now that the Income Tax Collector has once again demonstrated that in this "Land of the Free", nothing, in fact, is free, it is fitting that men and women who earn their livings by the work of their brains should make an appraisal of their dividends from citizenship.

In venturing to discuss, somewhat critically, our practices of taxation as affecting brain-workers, I hope I shall not be considered unpatriotic. We are all stockholders in the greatest of all corporations, our Government, and while we still believe that its stock is the greatest possession on earth, we have a right to consider whether or not the distribution of its dividends and assessments is made with the fullest fairness and equity. It is my belief that the Income Tax Law now in operation in the United States is one of the most unjust systems of taxation known to civilization. In making this assertion I am not attempting to place blame on our law-makers for I realize that our present tax machinery is a development and that it has not yet been worked out upon correct and scientific principles.

I believe that a free discussion of this subject, however, will help to bring us to a better understanding of the correct principles which should govern taxation.

The system of graduated income tax has some merit, but it was never expected to be employed to raise the ~~numerous~~ enormous amounts made necessary by the Great War. During the atmosphere of war all of us met our tax burdens without complaint. None of us had time nor inclination to bother much about how the money was procured so long as enough of it was procured to achieve the great result. ¶ The American Constitution guarantees full opportunities for the pursuit of happiness. Our present income tax system nullifies that guarantee by establishing an autocracy of wealth such as has never been known in the Nation's history. It puts a premium on mere possession while it discounts service to the community at large. The income tax law has, in large measure, shut the door of opportunity to the creators and

the thinkers - to all Americans in fact, except the rich who live upon their strongly entrenched fortunes. Our soldiers who went abroad and offered their lives for their country have returned to a land where not only a mreasure of their freedom has been taken away, but where opportunity for advancement on equal terms has been depreciated.

Why do we pay taxes? We pay to meet the overhead expense of an organization created to give us equal opportunity to live and grow and to protect us against injustice. In the creation of our Government stress was always placed upon the assurance of equal opportunity. Is it, therefore, not a violation of this promise to enact a tax law which leaves unmolested the great accumulation of property of earlier years, but which assesses heavily against the efforts of new creators of wealth? Under our Income Tax Law men who achieved wealth in former years are permitted to keep it unmolested. Young men now ambitious to gain, through their own efforts, find the way blocked. Their returns for effort are taken away in such proportions that they do not have years enough before them to enable them to attain their ambitions in the face of such a handicap.

The income tax is of advantage to a boy who inherited his fortune from a rich father. It is a blight upon the life and upon the efforts of the boy who is trying to make a fortune through his own genius and self-sacrifice.

A barrier of steel has been built around the wealth and opportunities of America. We are creating an aristocracy of wealth. We are raising a barrier that few may cross. We are shutting the gate against progress.

I charge that millions of dollars worth of property in the hands of the rich are not contributing a penny towards the maintenance of our Government. Despite the increasing scale of payments exacted from large incomes, the income tax in reality lays less heavily upon the rich than upon the workers and creators. It leaves the man at the top practically without molestation while it exacts a crippling and prohibitory toll from the man trying to rise.

Such a principle of taxation puts the rights of property ahead of the rights of people, and says that the generation born today have a right to collect tribute from the generation born tomorrow. It says that the mere possession of wealth is more highly regarded by the community at large than the rendering of useful service to the community. It puts a premium upon monopoly and selfishness.

We all did our best to win the War; to crush autocracy and militarism. We wanted to give the peoples of the world, wherever situated, a chance to embrace liberty and democracy. This was not only the dominating factor in the thoughts and activities of our Nation but of each individual in it. To wage such a war meant sacrifice. Every individual expected it and gladly gave it. We expected to be not only taxed but heavily taxed. Glad and willing support was given to the Government in every measure it proposed for the successful prosecution of the war. He was unpatriotic indeed who opposed this in any way. We had to fight and we sacrificed without question.

The only thing we expected, however, in making our sacrifice was that one class of individuals should not have more to bear than another. It is proper, therefore, for any citizen to examine new laws that have been made and new laws that are in the making to see if their provisions are just and equitable, and if they give him the same chance as his brother, now that the war is over, to continue his business successfully and not find himself dominated by a class who have waxed fat in power and wealth during the war. In plain language, it is the duty of every fair-minded citizen to see to it that no law is passed or that no law remains upon the statute book whose effect is to take money from the pocket of the soldier, returning war-worn from the tranches, and leave the bulging coffers of the munition profiteer untouched and unscathed. And this seems to be the error and the sin of the income tax - that it puts the burden of paying for the war upon the back of the returned soldier and the ambitious young business man just starting his

commercial life, instead of upon the shoulders of the fat profiteer.

The inequality and inequity of the income tax can best be realized by the examination of a specific instance. Let us look at the young man who has reached the age, let us say, of thirty-five. He has hit upon a remarkable invention which will revolutionize - let us say - the automobile industry. Before the days of the income tax, he could have begun in a small way, skimping and saving the income from his first products; putting the money that he made back in the business; fattening his capital and increasing his business the next year, and the next - each year putting most of his income back into his business until his capital has developed into a real working machine, capable of producing a fortune from his effort and industry.

That is the way the Schwabs began; that is the way the Rockefellers began - it is thus that the Astors and the Vanderbilts built up their great estates.

There will still be Astors; there will still be Vanderbilts, Schwabs and Rockefellers. But there never can be any new names in the charmed circle. The lists are closed. The gate is shut. The day of opportunity is passed.

This is not to speak of the enormous amount of property held by the rich such as municipal and state bonds which pay no income tax at all and through which a man might own millions and escape any taxation. Nor does it touch upon the very much discussed question of the enormous companies deferring dividends until a more opportune moment, it being stated by responsible people that one firm holds a billion dollars in these deferred dividends. Nor does it speak of the enormous amount of money that is invested in land and real estate which will not be sold or handled until a better time for profit arises and the taxes are lighter. Nor is there any danger of the food profiteers suffering from any rivalry so long as the income tax holds as at present for the simple reason that the heavy tax upon a new firm starting in any line of business would prevent them from becoming rivals even in a small way, of the firms already established.

Under the ban of the pernicious income tax, the young man of thirty-five who now makes a remarkable invention has a different experience. So cruel a proportion of his income is taken away from him every year that it will be utterly impossible for him ever to build up a great commercial institution by his own efforts. He will inevitably be compelled to turn over his invention for exploitation to men whose wealth was accumulated under more fortunate conditions and in a more fortunate day. From this time forth, the young man of industry and genius must work not for his own future but must keep on paying endless tribute to the rich. In other words, the young inventor will be compelled to bring this previous product of his industry and his brain and lay it humbly at the feet of the young man who has inherited his money from his father. For that is the effect of the income tax. It favors the young man who has been born with a golden sppon in his mouth and acts as a ruthless bar to the young man with his own way to make in the world.

For another instance, let us cite the case of a man who has written a play. He has been working all his life perhaps upon this intellectual task. Out of this pay let us assume he makes the phenominal income of $200,000. each year. The income tax will probably take more than half of it. In all probability this worker will never write another successful play. The divine inspiration upon which he drew for this one was his all and his capital. Yet Mr. Vanderbilt would pay on an income of the same amount, derived from $5,000,000.'s worth of idle unproductive property, less than the income tax paid by this manbecause he would not be touched by the excess profits tax at all, and his capital would, furthermore, remain absolutely unimpaired. In other words, this man, whose only capital is his brain, for the first time in his life realizes a profit of, say, $200,000. this year. This might occur from his having written a book which would be of great benefit to humanity or from an invention or from a new business that was furnishing a needed article of commerce. His income this year is $200,000.; he has no property except his brain

and knowledge. The income tax on $200,000. income is approximately $101,270. On the other hand, a young Vanderbilt who has never had to do a day's work in his life has inherited $5,000,000.'s worth of idle, unproductive property. The Government takes exactly the same tax from Mr. Vanderbilt, five times a millionaire, as it does from the inventor, the poet, the author, the young and progressive American - perhaps a returning soldier - more than half of all his property, $101,270., leaving one man less than $100,000. that he has earned by his own labor and the other man $5,100,000. that have not cost him a single effort. In other words, taking away half the capital and all the income of one man and leaving absolutely untouched the other man's property. It doesn't take a Solomon to see the injustice of this.

At least England's example might be followed, making a great difference between the income tax upon capital and estates and that derived from salary and individual effort.

If it were possible to visualize the conditions that the income tax has brought into America, the picture would be something like this: At the top of a hill sit the very rich and the sons of the very rich, dining upon ambrosia, protected by the thick bulwark of the Federal Income Tax. Halfway up the hill staggers the young American worker with his burden upon his back, toiling to get to the top with it, but as he struggles the minions of the Income Tax Law keep taking his riches out of the pack upon his back; they puncture it with holes so that the priceless product of his toil dribbles out as he walks. By the time he has made his way to the summit, he is toil-worn and haggard, a worn-out, work-weary old man, and the pack on his back is empty. They who are at the top give airily from their comfortable surplus;- he pays with his life's blood; with the blood of his ambitions.

With the crash of nations falling before the menace of Bolshevism around the world I believe it is a very good time to pause and take thought upon this matter. Bolshevism, in the old days, had small chance of gaining a foothold in America because the American worker in any line of endeavor knew that the rich of America had begun just as he had. As long as the Rockefellers, Schwabs, Vanderbilts and our rich had

themselves begun at the bottom and worked up, our laboring man could say to himself that he also had the same chance, but we believe that the income tax makes it impossible to feel the same in this regard and gives a very potent reason for discontent.

Professor O. M. W. Sprague of Harvard University, a recognized authority, estimates the annual income of the people of the United States at somewhere between $50,000,000,000. and $60,000,000,000. Assuming that this is a net profit of 20%, the total annual wealth of this country would thus be $250,000,000,000. By the most conservative estimates the wealth of the country would amount to about $225,000,000,000.

A rough estimate of the amount needed yearly to sustain the Government is five or six billion, a direct tax upon this wealth, could it be levied, would easily yield this needed amount. It would bear very heavily upon the man of enormous reasources, but the man worth under ten or fifteen thousand would be practically exempt from taxation, as would of course, all of the laboring class with a low wage scale. If some political party is hankering after doing justice to the people and securing the good wishes of the voters, I believe this is a good hint to act upon. The knowledge that some of our fortunes running close to a billion were being so heavily taxed as to amount to partial confiscation, I am sure would not cause an ocean of tears from the common people. While this might, at first thought, appear radical, it is less so than many plans of the Bolshevikis and their ilk who at present so vividly menace the world.

A direct tax upon the wealth of the country at 9% of 10% would yield nearly enough money to retire the national debt. Thus the burden would fall upon those who have wealth as well as upon those who are trying to get it. The weight of the great accumulated stores of capital and relieve the unjust toll upon the shoulders of the industrious and ambitious worker trying tomake his way.

From those who say that a direct atx on wealth would be confiscation, we would like an explanation of the difference between confiscating a man's life or one-half of a worker's property and a tax that does not in many cases touch the property of the rich at all.

What I have said thus far has had to do with the principle of the Income Tax as compared with the principle of a capital tax. The practical physical workings of the Income Tax present other barriers which compel us to doubt its efficacy.

I venture to say that the income tax has put a premium upon dishonesty. The over-scrupulous pay heavily for their rectitude while the unscrupulous escape just burdens.

Income tax, also, by stimulating stock speculation and encouraging market manipulation causes many innocent investors to suffer, and abuses stocks of honest values. The depression of the market shortly before the close of the year, for the purpose of helping wealthy speculators to escape losses - losses which were not losses - was nothing less than a national scandal.

It is an obvious fact that our complicated and unjust system of taxation is a large contributing factor in the increasing cost of living. The excess profits tax, for instance, was intended to make profiteers share their abnormal gains with the people - the presumption being that this would discourage greed. But what has been the effect? They have multiplied these assessments by two and three and passed them on to the people, concealing their additional earnings in increased salaries and by manipulations. The way to curb the profiteer is not to attempt to tax his income, but to tax his advantage, and his advantage is generally represented by accumulated capital and natural resources. The way to decrease the cost of living is to provide equal opportunities for all so that new enterprises may enter the market on equal terms and compete with the older established institutions which have used their entrenched advantages to reap excessive tolls from the masses.

Taxation of revenue passes from the one above to the next below, and from him to the consumer,-multiplied in each act of passing by two or three, creates inflated values which puts our entire producing and consuming standards upon an inflated basis, and places our Nation at a disadvantage as against its international competitors for international trade. We cannot hope to build, without subsidy, a great merchant marine, nor extend our commerce to all harbors of the world unless we can manufacture on equal terms with other nations. A capital tax which would result in the reduction of our national debt and the elimination of inflation would enable us to get to bed-rock on producing costs and give us an advantage in building world trade following the war.

New York has recently been treated with a magnificent example of the advantages possessed by concentrated capital under our present taxation practices. Many years ago Henry Astor purchased the Eden Farm. It comprised many acres upon which the most popular section of New York now lies. Henry Astor simply held that land;- he did nothing to make it valuable. He simply waited. In the meantime millions of foreigners came to our shores and a hundred million Americans, working with their hands and brains, created commerce which decreed that Manhattan Isle must become the home of the world's grestest city. The value of land indicates its desirability for occupation. Did Henry Astor make this land valuable, or was it made valuable by the labor of Americans? The answer is too obvious. Yet only a few days ago Henry Astor sold this land at a spectacular auction, reaping millions of increment, all of which had been created by the labor of those who did not share in the profits.

Not only did one wealthy man collect tribute from the rank and file when he cashed in on this increment, but for years he had collected tribute by increased rentals based on a value created by the community itself. So here we have a specific instance where the people, merely by their work and their commercial progress, helped to hang a milestone around their own necks. Millions of Americans are today paying an unjust tribute to entrenched privilege in the shape of outrageous rents.

In my humble judgement a profiteering landlord is one of the most despicable creatures in the world. He commercializes the helplessness of the masses. There is

at least something to admire about a burglar because a burglar takes a sporting chance. The profiteering landlord plays a sure thing and plays it safely.

All we ask is that the justice guaranteed by our Constitution is made applicable in our taxation system.

Mr. Griffith
[redacted]

Under the ban of the pernicious income tax, the young man of 35 who now makes a remarkable invention has a different experience. So cruel a proportion of his income is taken away from him every year that it will be utterly impossible for him ever to build up a great commercial institution by his own efforts. He will inevitably be compelled to turn over his invention for exploitation to men whose wealth has accumulated under more fortunate conditions and in a more fortunate day. From this time forth, the young man of industry and genius must work not for his own future but must keep on paying endless tribute to the rich.

In other words, the young inventor will be compelled to bring this precious product of his industry and his brains and lay it humbly at the feet of the young man who has inherited his money from his father. For that is the effect of the income tax. It favors the young man who has been born with a golden spoon in his mouth and acts as a ruthless bar to the young man with his own way to make in the world.

For another instance, let us cite the case of a man who has written a play. He has been working all his life perhaps upon this intellectual task. Out of this play let us assume he makes the phenomenal income of $200,000 [redacted] year. The income tax will probably take more than half of it. In all probability this worker will never write another successful play. The divine inspiration upon which he drew for this one was his all and his capital. Yet Mr. Capitalist would pay on an income of the same amount, dervied from $5,000,000 worth of idle unproductive property, less than the income tax paid by this man, ~~because he would not be touched by the excess profits tax at all~~, and his capital would furthermore remain absolutely unimpaired.

In other words, this man, whose only capital is his brain, for the first time in his life realizes a profit of - say - $200,000 this year. This might occur from his having written a book which would be of great benefit to humanity or from an invention or from a new business that was furnishing a needed article of commerce. His income this year is $200,000; he has no property except his brain and knowledge. The income tax on $200,000 income is approximately $101,270.

On the other hand, a young capitalist who has never had to do a day's work in his life has inherited $5,000,000 worth of idle, unproductive property. The government takes exactly the same tax from Mr. Capitalist, five times a millionaire, as it does from the inventor, the poet, the author, the young and progressive American - more than one-half of all his property, $101,270, leaving one man less than $100,000 that he has earned by his own labor and the other man $5,000,000 that have not cost him a single effort. In other words, taking away half the capital and all the income of one man and leaving absolutely untouched the other man's property. It doesn't take a Solomon to see the injustice of this.

If it were possible to visualize the conditions that the income tax has brought into America, the picture would be something like this: At the top of a hill sit the very rich and the sons of the very rich, dining upon ambrosia, protected by the thick bulwark of the Federal Income Tax. Halfway up the hill, staggers the young American worker with his burden upon his back, toiling to get to the top with it. But as he struggles the minions of the Income Tax Law keep taking his riches out of the pack upon his back; they puncture it with holes so that the priceless product of his toil dribbles out as he walks. By the time he has made his way to the summit, he is toil-worn and haggard, a worn out, work-weary old man - and the pack on his back is empty.

They who are at the top give airily from their comfortable surplus; he pays with his life's blood; with the blood of his ambitions.

If some political party is hankering after doing justice to the people and

securing the good wishes of the voters, we believe this is a good hint to act upon. The knowledge that some of our fortunes that are running close to a billion were being so heavily taxed as to amount to partial confiscation, I am sure would not cause an ocean of tears from the common people. Thus the burden would fall upon those who have wealth as well as upon those who are trying to get it. The weight of the great debt would fall in just proportion upon the great accumulated stores of capital and relieve the unjust toll upon the shoulders of the industrious and ambitious worker trying to make his way.

From those who say that a direct tax on wealth would be confiscation, would like an explanation of the difference between confiscating a man's life or one-half of a worker's property and a tax that does not in many cases touch the property of the rich at all.

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

May 1st 1920.

D.W.G. CORPORATION

to

ALBERT H.T. BANZHAF, DR.

- -

To professional services rendered for

Month of April, 1920 - - - - - $150.00

Received Payment
APR 1 [illegible] 20
Albert H. T. Banzhaf

May 3, 1920

Mr. Fulton Brylawski,
307 Ninth Street, N. W.
Washington D. C.

Dear Sir:

I regret the mix-up that resulted in material incidental to the copyrighting of "THE IDOL DANCER" going astray. Never having had the responsibility of looking after copyrights before, and seemingly unable to secure anything but vague information concerning Mr. Fulton Brylawski "in Washington", I decided to write direct to the copyright office trusting that this move would result in proper instructions--which so happened. The First National Exhibitors agreed to see that the necessary prints were delivered but there seems to have been some delay. However, I am enclosing a duplicate synopsis of the story and once more have instructed the First National people to deliver two prints of this picture to you.

I am sorry for the misunderstanding and thank you for the information in your letter.

Very truly yours,

Secretary to Mr. Griffith

May 3, 1920

Mr. Yearsley,
First National Exhibitors, Inc.
6 West 48th St.,
New York N. Y.

Dear Mr. Yearsley:

Correcting information given you on the phone this morning, Mr. Fulton Brylawski's address is given on his letter-head as Jenifer Bldg. Washington, D. C. but in the letter he has instructed that material sent incidental to securing a copyright on a picture play should be sent to him at No. 307 Ninth Street, N. W., Washington.

Very truly yours,

Secretary to Mr. Griffith

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

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W. D. East

D. W. GRIFFITH STUDIO

ORIENTA POINT

MAMARONECK, N. Y.

May 3, 1920

Mr. A. H. T. Banzhaf,
Two Rector St.,
New York, N. Y.

Dear Mr. Banzhaf:

Mr. Griffith has instructed me to mail these letters to you in case we hear more from this Quebec Company.

Very truly yours,

I. Agnes Weiner

D. W. GRIFFITH COLLECTION

THE CORPORATION TRUST COMPANY

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RAYMOND NEWMAN — VICE PRESIDENT
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JOHN J. JANSEN, JR. — ASST. SECRETARY
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INCOME TAX DEPARTMENT

WILLIAM P. POWELL — ASST. SECRETARY
J. L. SCHLICHTING — ASST. SECRETARY

JOHN H. SEARS — ATTORNEY

THIRTY SEVEN WALL STREET

NEW YORK

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BOSTON
CORPORATION REGISTRATION CO.

LOS ANGELES
THE CORPORATION COMPANY

May 4, 1920.

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York, N.Y.

Dear Sir:-

Complying with your request of our Mr. McBride, we are setting forth below the organization taxes and annual franchise taxes of a corporation with a capitalization of 500,000 shares, no par value in the states of Virginia, Maryland and Illinois.

VIRGINIA.

Organization tax	$600.00
Miscellaneous state fees about	32.25
Annual franchise tax	5100.00
Annual registration fee	25.00

The annual tax is based on the authorized capital stock. We are enclosing a copy of our Corporation Journal No. 93, on page 64 of which you will find the non par value law which became effective Sept. 5, 1919.

MARYLAND.

Organization tax	1700.00
Miscellaneous state fees about	11.00

The annual franchise tax is levied on the capital stock issued and outstanding and assuming that the 500,000 shares are all issued, the annual tax would be $1400. We are enclosing a copy of the corporation laws of Maryland which contains the non par value provision under section 34a on page 29.

ILLINOIS.

Organization Tax	$25,000.
Annual franchise tax	1,000.

The annual franchise tax must be paid upon organizing and if organized between March 1, 1920 and July 1, 1920 a franchise tax for 1 1/3 years must be paid. As the company will have no tangible property in the state and will not transact business in the state, the annual franchise tax is based in accordance with the provisions of section 107 and would amount to $1333.33.for the initial tax.

The authorization to issue preferred stock of no par value is contained in section 4, subdivision 6, page 5 of the Illinois law, a copy of which we gave you yesterday. The Federal Original issue tax in any case would amount to $25,000.

If there is any further information you desire in this connection, please do not hesitate to call upon us.

Yours very truly,

THE CORPORATION TRUST COMPANY,

W. S. Perrigo

Assistant Secretary.

CBMcB:JF
Enclosures.

LAW OFFICES
FULTON BRYLAWSKI
JENIFER BUILDING
WASHINGTON, D. C.
TELEPHONES MAIN 885-886

May 4, 1920.

Ithel Dawley

Miss I. Agnes Wiener,
Secretary to D. W. Griffith,
D. W. Griffith Studio,
Orienta Point,
Mamaroneck, N.Y.

My dear Miss Wiener:-

For your information, I enclose copy of letter which I have today written Mr. C. L. Yearsley, of the First National Exhibitors Circuit, Inc., which is self-explanatory.

Very truly yours,

Fulton Brylawski

FB/DEC
1 Encl

May 4, 1920.

Mr. C. L. Yearsley,
First National Exhibitors Circuit, Inc.,
6 - 8 West 48th Street,
New York City.

My dear Mr. Yearsley:-

I have your letter of May 3d, in which you suggest that I get in communication with your local office, who will supply me with the necessary prints of THE IDOL DANCER for copyright purposes.

Mr. Cunningham informs me that the earliest date on which he can supply me with these prints for copyright is some time during the week of May 23d, as his prints are in continuous service until that time.

If it is necessary that this picture be copyrighted before that time, I would suggest that you send me prints direct from New York.

Very truly yours,

FB/DEC

COPY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MINUTES OF THE SPECIAL MEETING OF THE BOARD
OF DIRECTORS OF THE UNITED ARTISTS
CORPORATION AT ITS OFFICES
729 - SEVENTH AVE.
MAY 7th - 1920

A special meeting of the Board of Directors of the United Artists Corporation was held at the offices of said Corporation, 729 - 7th Avenue, the seventh day of May, 1920, at four o'clock P.M. pursuant to the following notice which was by telegram to each Director in accordance with the By-laws of said Corporation:-

"THE BOARD OF DIRECTORS OF UNITED ARTISTS CORPORATION WILL HOLD A SPECIAL MEETING AT ITS OFFICES SEVEN TWENTY NINE SEVENTH AVENUE NEW YORK CITY FRIDAY MAY SEVENTH NINETEEN TWENTY AT FOUR P.M."

The members present were Mr. A. H. T. Banzhaf, Mr. D. F. O'Brien and Mr. Nathan Burkan; those in attendance were Mr. Hiram Abrams and Mr. M. E. Prager.

Mr. O'Brien, Acting President, called the meeting to order. Mr. Banzhaf, Acting Secretary, read the minutes of the adjoined meeting of said Board of Directors, which was held April 27th, 1920, and resolution was made, seconded and unanimously adopted that these minutes be accepted by the Board as a correct record of the doings of the Board of Directors of the United Artists Corporation at said meeting.

The question as to the amount due Mrs. Charlotte Pickford for expenses in attending meetings of said Board of Directors, which were held during the months of November and December, 1919, was presented to the Board and resolution was made, seconded and unanimously adopted that the sum of five hundred dollars ($500) be sent to Mrs. Charlotte Pickford in payment of said expenses.

Mr. Banzhaf stated in the meeting that in pursuance with the statement which he had made at the last meeting of said Board of Directors - to wit:-

Mr. D. W. Griffith could purchase all of the right, title and interest of the First National Exhibitors' Circuit, Inc. in the Motion Picture produced by Mr. Griffith, THE GAMEST GIRL, which is his last Picture to be delivered to said First National Exhibitors' Circuit, Inc. for the sum of three hundred and twenty five thousand dollars ($325,000)

(1) He, Mr. Banzhaf, had negotiated further with the First National Exhibitor's Circuit, Inc. and had arranged to purchase said right, title and interest for the sum of three hundred and fifteen thousand dollars ($315,000); the entire consideration to be paid in cash upon the execution and delivery of all necessary papers incident to such transfer

(2) He, Mr. Banzhaf, had acquainted the members of the Board of Directors in New York City with the proposition and that in order to carry out such purchase it would be necessary for Mr. Griffith to borrow said amount of money

(3) Mr. Griffith had agreed to turn over the marketing of said Picture, THE GAMEST GIRL, to the United Artists Corporation pursuant to the terms and conditions now existing between said Corporation and himself, provided said corporation endorsed note which Mr. Griffith would be obliged to give in order to borrow the aforesaid sum of money

(4) Mr. Abrams and Mr. O'Brien, acting for said Corporation, and Mr. Banzhaf, acting for said Mr. Griffith, would negotiate such loan with the Guaranty Trust Company of New York City, payable in six months from date of the note upon the following terms and conditions:-

> That Mr. Griffith would execute and deliver to the Guaranty Trust Company of New York City his personal note for the sum of three hundred and fifteen thousand dollars ($315,000) bearing interest at 6% per annum, and endorsed by the United Artists Corporation; said note to be given in consideration of the assignment of all right, title and interest in the Picture, THE GAMEST GIRL, made by Mr, D.W. Griffith, and all his share of the earnings to be derived from the Marketing or turning into account of said Motion Picture by the United Artists Corporation pursuant to the contract then existing between Mr. Griffith and said Corporation; also the assignment of all monies which Mr. Griffith might derive from the Marketing and turing to account of said Motion Picture in other parts of the world than the United States of America and the Dominion of Canada - such assignment to be operative until the amount of money due on said note with interest, or any renewals of said note with interest have been paid.

Mr. Abrams explained to the Board of Directors that it would be a benefit to the United Artists Corporation to market said Picture. Mr. O'Brien stated that he had telegraphed to his clients - Mr. Douglas Fairbanks and Miss Pickford - for instructions relative to the endorsement of said note by said Corporation, and that he had been advised to vote in favor of same; Mr. Burkan reported like instructions from his client - Mr. Charles Chaplin.

Resolution was made, seconded and unanimously adopted that said interest bearing note, made by Mr. D. W. Griffith, payable to the Guaranty Trust Company of New York City, or any renewals of same with interest, be endorsed by duly authorized officers of the United Artists Corporation; viz: Mr. O'Brien, acting President, and Mr. Banzhaf, acting Secretary - also that the General Counsel of said Corporation in association with Mr. Banzhaf, acting for Mr. Griffith, pass upon any and all legal papers which are to be executed between Mr. Griffith and the Guaranty Trust Company of New York City in order to carry out aforesaid transaction.

Mr. Banzhaf agreed on behalf of Mr. Griffith that the earnings derived from the marketing or turning to account of said Motion Picture, THE GAMEST GIRL, made by Mr. Griffith, should be paid by the United Artists Corporation direct to the Guarantee Trust Company of New York City until said note with interest due or any renewals with interest had been fully paid; that Mr. Griffith agreed that any monies which he may be entitled to receive from the marketing or turning into account of said Motion Picture in other parts of the world than the United States of America and the Dominion of Canada, he would make payable to the Guaranty Trust Company until aforesaid note with interest due or any renewals with interest had been paid.

Resolution was made , seconded and unanimously adopted that Mr. Banzhaf, acting Secretary of said Corporation, be given authority to certify such excerpts from the resolutions as may be necessary to satisfy the Guaranty Trust Company of New York City regarding the authorized officers of the United Artists Corporation; viz; Mr. D. F. O'Brien, acting President, and Mr. A. H. T. Banzhaf, acting Sec't'y., to endorse said note.

5/7/20

CERTIFIED COPY OF RESOLUTION OF THE SPECIAL

MEETING OF THE BOARD OF DIRECTORS

OF THE

UNITED ARTISTS CORPORATION

- - - - - - - - - - - -

CERTIFIED RESOLUTION OF THE SPECIAL
MEETING OF BOARD OF DIRECTORS
OF THE
UNITED ARTISTS CORPORATION
AT ITS OFFICES
729 - SEVENTH AVENUE
New York City

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> Mr. D.W. Griffith could purchase all of the right, title and interest of the First National Exhibitors' Circuit, Inc. in the Motion Picture produced by Mr. Griffith, THE GAMEST GIRL, which is his last Picture to be delivered to said First National Exhibitors' Circuit, Inc. for the sum of three hundred and twenty five thousand dollars ($325,000).

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(3) Mr. Griffith had agreed to turn over the marketing of said Picture, THE GAMEST GIRL, to the United Artists Corporation pursuant to the terms and conditions now existing between said Corporation and himself, provided said corporation endorsed note which Mr. Griffith would be obliged to give in order to borrow the aforesaid sum of money.

(4) Mr. Abrams and Mr. O'Brien, acting for said Corporation, and Mr. Banzhaf, acting for said Mr. Griffith, would negotiate such loan with the Guaranty Trust Company of New York City, payable in six months from date of the note upon the following terms and conditions:-

> That Mr. Griffith would execute and deliver to the Guaranty Trust Company of

New York City his personal note for the sum of three hundred and fifteen thousand dollars ($315,000) bearing interest at 6% per annum, and endorsed by the United Artists Corporation; said note to be given in consideration of the assignment of all right, title and interest in the Picture, THE GAMEST GIRL, made by Mr. D.W. Griffith, and all his share of the earnings to be derived from the Marketing or turning into account of said Motion Picture by the United Artists Corporation pursuant to the contract then existing between Mr. Griffith and said Corporation; also the assignment of all monies which Mr. Griffith might derive from the Marketing and turning to account of said Motion Picture in other parts of the world than the United States of America and the Dominion of Canada - such assignment to be operative until the amount of money due on said note with interest, or any renewals of said note with interest have been paid.

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Resolution was made, seconded and unanimously adopted that said interest bearing note, made by Mr.D. W. Griffith, payable to the Guaranty Trust Company of New York City, or any renewals of same with interest, be endorsed by duly authorized officers of the United Artists Corporation; viz: Mr. O'Brien, acting President, and Mr. Banzhaf, acting Secretary - also that the General Counsel of said Corporation in association with Mr. Banzhaf, acting for Mr. Griffith, pass upon any and all legal papers which are to be executed between Mr. Griffith and the Guaranty Trust Company of New York City in order to carry out aforesaid transaction.

Mr. Banzhaf agreed on behalf of Mr. Griffith that the earnings derived from the marketing or turning to account of said Motion Picture, THE GAMEST GIRL, made by Mr. Griffith, should be paid by the United Artists Corporation direct to the Guaranty Trust Company of New York City until said note with interest due or any renewals with interest

had been fully paid; that Mr. Griffith agreed that any monies which he may be entitled to receive from the marketing or turning into account of said Motion Picture in other parts of the world than the United States of America and the Dominion of Canada, he would make payable to the Guaranty Trust Company until aforesaid note with interest due or any renewals with interest had been paid.

Resolution was made, seconded and unanimously adopted that Mr. Banzhaf, acting Secretary of said Corporation, be given authority to certify such excerpts from the resolutions as may be necessary to satisfy the Guaranty Trust Company of New York City regarding the authorized officers of the United Artists Corporation; viz: Mr. D.F. O'Brien, acting President, and Mr. A. H. T. Banzhaf, acting Sect'y, to endorse said note.

I, ALBERT H.T. BANZHAF, the Secretary of the United Artists Corporation do hereby certify that I have compared the preceding with the resolution and part of the Minutes relating thereto duly adopted at the Special Meeting of the Board of Directors of said Company, duly held at its office at #729 Seventh Avenue, New York City, on the 7th day of May, 1920, at 4 o'clock P.M., and I do hereby certify the same to be a correct transcript of said resolution and the statements contained in the Minutes relating thereto.

IN WITNESS my hand and the Corporate seal of the Company this 13th day of May, 1920.

Albert H T Banzhaf

Secretary.

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

AM 7 18

RECEIVED AT 16 BROAD ST. (STOCK EXCHANGE BLDG.), NEW YORK ALWAYS OPEN

~~MARCONI~~

CORD44Z

VRCONI LONDON 46

BANZSAF

2 RECTOR STREET NEWYORK

OPPORTUNITY ORGANISE CORPORATION HANDLE ROMANCE VERY SPECIAL LINES WOULD YOU ACCEPT THIRTYFIVE THOUSAND POUNDS CASH WORLD RIGHTHS EXCEPT UNITED STATES CANADA SOUTH AMERICA OR LESSER OFFER FOR ANY PART OF THIS TERRITORY PROVIEDED GREAT BRITAIN INCLUDED REPLY PLAYWRIGHT LONDON

BASIL SYDNEY.

1920 MAY 8 AM 7

WILLIAM A. D. EVANS
PRESIDENT & TREASURER

N. R. BIRGE
VICE PRESIDENT

E. E. DAVIES
SEC'Y. & AUDITOR

Cooper Hewitt Electric Company

95 River Street, Hoboken N. J.

AUDITING DEPARTMENT
Kindly refer to these initials GRB.
Telephone, Hoboken 2066.

May 8th, 1920.

D.W. Griffith Studio,
Orienta Point,
Mamaroneck, N.Y.

Attention: Mr. Epping.
Re: Your Purchase Order #2070.

Dear Sirs:-

For the eight Skylight Banks covered by the above Purchase Order, we have a contract dated April 30th, 1920, providing for terms of payment. There is a clerical error in this contract, in that it gives the quantity of tubes as 96, instead of 64, there being eight tubes in each of the eight banks. Kindly make correction of this error, in copy of contract you hold.

As we advised you in our letter delivered at your New York office yesterday, four of the eight Skylight Banks are now ready for shipment, and will go forward on receipt of your check for $500.00, as provided by the contract.

Pursuant to your memorandum on such letter, we are enclosing herewith an invoice for the four banks we are holding for you, and trust that this will enable you to favor us with your check for $500.00, for the initial payment.

Very truly yours,
COOPER HEWITT ELECTRIC COMPANY.

PER George A. Brewster

EB.

BETTER THAN DAYLIGHT

THE FIRST NATIONAL EXHIBITORS' CIRCUIT, INC.

GENERAL OFFICES 6 AND 8 WEST 48TH STREET, NEW YORK

OFFICE OF MANAGER

May 8th, 1920.

TO WHOM IT MAY CONCERN:

This is to certify that E. B. JOHNSON is hereby empowered and authorized to execute for and on behalf of THE FIRST NATIONAL EXHIBITORS' CIRCUIT, INC., a New York corporation, an agreement conveying to David W. Griffith, or whomsoever he may designate, all of the rights owned by the said First National Exhibitors' Circuit, Inc. in that certain motion picture play entitled "Black Beach", same being the last of three photoplays delivered by the said Griffith unto the said First National Exhibitors Circuit, Inc. under the terms of a contract dated January 21st, 1919.

FIRST NATIONAL EXHIBITORS' CIRCUIT, INC.,

Per H. Schwalbe

Secretary.

Sworn to before
me this 8th day
of May 1920
George R. Grant

NOTARY PUBLIC
QUEENS CO. CLERK'S NO. 2613
N. Y. CO. CLERK'S NO. 307
MY TERM EXPIRES MARCH 30, 1921

R E S O L U T I O N .

***

"Section 6. The President. The president shall be the chief executive officer of the Company. He shall have general supervision over the business, affairs and property of the Company and over its several officers. He shall see that all orders and resolutions of the Board of Directors are carried into effect and he shall, in conjunction with the Secretary or Treasurer, sign and execute in the name of the Company, all deeds, mortgages, bonds, contracts or agreements authorized by the Board of Directors, unless the signing and execution thereof shall be expressly delegated by the Board to some other officer or agent of the Company, and, in general, shall perform such duties as are incident to the office of president, or as from time to time may be assigned to him by the Board of Directors, or as are prescribed by these by-laws."

I do hereby certify that I am the Assistant Secretary of the First National Exhibitors' Circuit, Inc., a New York corporation, and that the foregoing is a true and correct copy of Section 6, Article III of the by-laws of the First National Exhibitors' Circuit, Inc. duly adopted by said corporation, and that said Section 6 is now in full force and effect and has not been repealed.

George R. Grant

Assistant-Secretary,
FIRST NATIONAL EXHIBITORS' CIRCUIT, INC.

R E S O L U T I O N .

***

"RESOLVED, that Robert Lieber, the President, and Harry Schwalbe, the Secretary, of First National Exhibitors' Circuit, Inc., a New York corporation, or whomsoever they may delegate, be and they are hereby empowered, authorized and directed to execute for and on behalf of this corporation, an agreement re-conveying to David Wark Griffith, all of the right, title and interest of such corporation in and into the motion picture play, negatives and prints entitled "Black Beach", same being the last of the three photoplays delivered by the said Griffith to the said First National Exhibitors' Circuit, Inc. under the terms of a contract dated January 21st, 1919, upon the payment by the said David Wark Griffith to said corporation of the sum of $315,000."

I do hereby certify that I am the Assistant Secretary of said First National Exhibitors' Circuit, Inc. and that the foregoing is a true and correct copy of resolution duly adopted at a special meeting of the Board of Directors of said First National Exhibitors' Circuit,Inc. held in Chicago on April 26th, 1920, at which said meeting of said Board of Directors, a quorum was present and voting, and that the said resolution is now in full force and effect and has not been repealed.

George R Grant

Assistant-Secretary.
FIRST NATIONAL EXHIBITORS' CIRCUIT, INC.

DIRECTORS
FRANKLIN VONNEGUT, - PRES.
ELMER W. STOUT, - - V.-PRES.
GEORGE A. SMITH, - TREAS.
ROBERT O. BONNER
ARTHUR BAXTER
E. W. STEINHART
GEORGE B. FORREY
HENRY C. ATKINS
ERNEST COHN

G. F. OLWIN
SECRETARY-MANAGER

The Better Business Bureau, Inc.

TO PROMOTE INTEGRITY and create confidence in advertising, selling and all other phases of business and do all lawful things which may help attain such objects.

203 Chamber of Commerce Bldg., Indianapolis, Indiana

Raphael

May 10, 1920.

Mr. McEvoy,
Claypool Hotel,
Indianapolis, Ind.

Dear Sir:-

We have received a complaint in regard to the advertising of the Colonial Theater some two or three weeks ago of a picture which they ran under the title "The Fall of Babylon". We are advised that this same picture was shown at the Circle Theater some months previous to that time , as an episode in the picture "Intolerance". Persons who had seen the picture "Intolerance" at the Circle went to the Colonial to see the "Fall of Babylon" presuming that this was a picture they had never seen and were naturally very much disappointed to find that they had been "taken in" as one person expressed it to us.

It is our understanding that the Federal Trade Commission has cited a number of producers for running old pictures under new titles, and we also believe that this is unquestionablly in violation of the fraudulent advertising law of the State of Indiana.

We are bringing the matter to your attention because we understand that you represent the Griffith interests who own the picture "Intolerance", and we believe that you will be interested in taking such steps ~~that~~ as may be necessary to see that this picture is in the future shown under its original name of "Intolerance" or an episode therefrom, or if it is run as the "Fall of Babylon" that it is brought to the attention of the public in equally large type that this is an episode from the picture "Intolerance."

We are writing the Colonial Theater also in regard to this matter. Such advertising as this not only hurts all advertising in that it is destructive of confidence in advertising, but it also hurts the moving picture

business in general and the particular theater guilty of such deception.

We trust that we may have your full co-operation in obtaining a correction of this evil if we have been properly advised as to the facts.

We enclose a booklet which fully explains our organization and the work we are doing.

Very truly yours,

BETTER BUSINESS BUREAU,

GFO:GH

Secretary-Manager.

May 10th 1920.

Mr. C.B. Johnson,
c/o First National Exhibitors Circuit, Inc.,
6 West 48th Street,
New York City.

Dear Mr. JohnsoN:

Enclosed herewith is proposed agreement between Mr. Griffith and your Company for the purchase by Mr. Griffith from your Company of the World's rights of the picture entitled "THE GAMIEST GIRL", which Mr. Griffith made for your Company pursuant to its contract with him under date of the 21st day of January 1919.

Will you kindly go over the contract and advise if the same is satisfactory to your Company, and oblige

Very truly yours,

AHTB/GD

GAYTIS & MOSCO
FILIALE ROMA
VIA VALADIER N: 42
TELEG. MOGA
TELEF. 21-7-47

Rome May 10th 1920.

Mr. Albert Banzhaf,
2 Rector Street
New York City.

Dear Sir:

I beg to confirm you my cable reading as follows:

"Cable if notes mailed" Moga.

and I will appreciate if you would advise me by cable whether you have sent the 2 notes Cazzulino, considering that I am planning to make a trip to Spain, and I wish to give the necessary instructions to my firm.

I hope to collect the 10.000 dollars, but I must have the notes down here immediately.

Hoping to hear from you very soon, I beg to remain Sir,

Yours very truly,

Constantin Gotsis

TELEPHONES MAMARONECK 1190 1191 1192 1193 1194 1195

D. W. GRIFFITH STUDIO

ORIENTA POINT

MAMARONECK, N. Y.

Statement #14 5/10/20

United Artists Corporation

TO D. W. Griffith Studio

Expenditures for A/c "Romance" A 1

5/1/20 to 5/10/20

Invoice	Bell & Howell Co.	Vo. 2180	8.10
"	Hepner's	" 2181	80.00
"	Eaves Costume Co.	" 2185	303.00
"	A. H. Notman & Co.	" 2188	10.81
"	William Birns	" 2190	1.25
"	The Colony Shops	" 2191	15.00
"	Knickerbocker Chand. & Elec. Sup. Co.	" 2198	8.00
"	Di Salvo Bros.	" 2199	32.25
"	Jock Gironda	" 2200	20.00
"	Charles O. Seessel	" 2203	311.79
"	The Louis XIV	" 2204	35.00
"	The Eaves Costume Co.	" 2209	27.00
"	The Craftsmens Film Laboratories	" 2210	74.10
Payroll #37 Week ending 5/1/20		" 2212	2545.79
Invoice	A. A. Auto Service Inc.	" 2213	498.25
Petty Expenditures		" 2243	62.15
Invoice	Baumann & Co.	" 2246	10.00
"	Knickerbocker Chand. & Elec. Sup. Co.	" 2250	2.50
"	Craftsmen Film Laboratories	" 2251	21.60
"	Charles Berndt	" 2254	41.40
"	Mc Ardle Store	" 2267	9.00
"	William Birns	" 2272	4.00
"	The Wright Lumber Co.	" 2277	33.00
"	George Perry	" 2285	200.00
"	Charles H. Lewis	" 2292	7.13
"	The Biograph Co.	" 2297	48.00
"	Mr. Louis Destenay	" 2299	273.60
"	The Sun-Light Arc Corp.	" 2300	100.00
"	C. H. Southard Co.	" 2313	125.00
"	Hepner's	" 2330	6.00
Petty Expenditures		" 2332	11.92
Invoice	Charles Chrisdie & Co.	" 2333	34.50
"	A. Pesce	" 2339	48.00
"	Di Salvo Bros.	" 2351	1.00
"	Mountain Community	" 2353	3.00
"	The Craftsmen Film Laboratories	" 2370	44.40
"	S. Wolf's Sons	" 2376	16.50
"	George Perry	" 2383	10.72

(continued)

TELEPHONES MAMARONECK 1190 1191 1192 1193 1194 1195

D. W. GRIFFITH STUDIO
ORIENTA POINT
MAMARONECK, N. Y.

Statement #14 (continued)

Payroll #38 Week ending 5/8/20		1483.62
Invoice Charles Chrisdie & Co.	Vo. 2384	165.00
Charles G. Willoughby, Inc.	" 2386	23.86
Invoice Henri Bendel & Co.	" 2387	550.00
		$7306.24

Certified Correct.

D. W. Griffith Studio.

Total received to date $361,772.40

Exclusive of above amount and the $25,000.00 fund for purpose of making release prints.

$ 250,000.00 New York, N. Y., May 11, 1921

On demand after date we promise to pay

to the order of D. W. Griffith

Two hundred and fifty thousand and 00/100---------- Dollars

Payable at Central Union Trust Co., 80 Broadway, N. Y. City.

Value received 7%

D. W. Griffith, Inc.

No. 30805 Due On demand Treasurer.

No 0577 Goldsmith Bros. Stationers, 77 Nassau St. N.Y.

D. W. Griffith Inc

D. W. Griffith Inc

Date	Payments		Date	Payments	
6/4	10	000 —	9/26	12	000
6/11	10	000 —	10/3	12	000
6/18	20	00 —	10/10	12	000
6/25	10	000	10/10	INT. Pd. To 9/30/21	4965
7/5	10	000	10/17	12	000
7/9	10	000	10/24	12	000
7/16	10	000	10/31	12	000
7/23	10	000	[illegible]	[illegible]	
7/30	10	000	11/7	12	000
8/6	10	000			
8/9	10	000			
8/13	12	000			
8/20	12	000			
8/27	12	000			
9/3	12	000			
9/12	12	000			
9/19	12	000			

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIB.

May 12th 1920.

Mr. Harry Carr,
c/o Griffith Studio,
Mamaroneck, N.Y.

Dear Mr. Carr:

I enclose herewith letter this day received from Mr. Giffen, agent for Dr. Anspacher, relative to drama which the doctor submitted to Mr. Griffith for his consideration and in the vernacular of the day I pass the buck on to you for attention.

Kindest regards, I remain

Sincerely yours,

AHTB/GD
Enc.

P.S. I enclose herewith two clippings for what they may be worth.

A.H.T.B.

May 12th 1920.

Mr. R. I. Giffen,
1402 Broadway,
New York City.

Dear Mr. Giffen:

I have forwarded your letter of May 10th relative to your appeal to common humanity to Mr. Griffith's scenario department for prompt attention and if you do not hear from the same promptly kindly advise me.

Thanking you for your indulgence in this matter, I remain

Sincerely yours,

AHTB/CD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART

WM. A. BRADY'S
Theatrical
Enterprises

COPY

General Offices
The Playhouse
137-45 West 48th St.
New York

New York, May 13, 1920

Mr. Frank R. Wilson,
c/o D.W.Griffith,
720 Longacre Building,
New York.

Dear Mr. Wilson:-

I have your letter of May 8th, and have looked over the list of people you have under contract - - stars and directors.

I want to go on record as saying that Mr. D. W. Griffith is the finest motion picture creator that the world has known. His possibilities are limitless. His record is beyond compare, and I feel that I am quite fair in saying that if I were rich enough to capitalize D. W. Griffith and what he knows, he would be the finest investment that I have ever known in my rather long and varied career.

Based upon the producing capacity of well known motion picture stars and directors, I should estimate the negotiable value of your various contracts to be about as follows:

Lillian Gish	$3,500.	per week
Dorothy Gish	3,500.	" "
Richard Barthelmess	3,500.	" "
Robert Harron	2,000.	" "
Carol Dempster	1,500.	" "
Ralph Graves	500.	" "
Pauline Garon	350.	" "
Chet Withey	2,000.	" "
Elmer Clifton	2,000.	" "
F. Richard Jones	1,000.	" "

The foregoing estimates are based upon my idea of what a motion picture producer could profitably pay for the services of these stars and directors.

Sincerely yours,

(signed) William A. Brady.

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

May 12th 1920.

Mr. George Gascoigne,
11 East 42nd Street,
New York City.

Dear Mr. Gascoigne:

I enclose herewith receipted bills of the State, County and Town taxes in the Town of Mamaroneck for property purchased by the D.W.G. Corporation from Mr. Smathers, situate at Orienta Point, Mamaroneck. After having checked over these payments, will you kindly return the receipted bills to me for my files.

Thanking you for your attention to this matter, I remain

Very truly yours,

Albert H T Banzhaf

AHTB/GD

AGREEMENT made and entered into this 12th day of May,1920, by and between DAVID W. GRIFFITH, of the Town of Mamaroneck, County of Westchester, state of New York, party of the first part, hereinafter for convenience sake called the "Employer", and HENDRICK SARTOV, of the City, County and State of New York, party of the second part, hereinafter for convenience sake called the "Employee"

W I T N E S S E T H :

NOW, THEREFORE, in consideration of the sum of One ($1.00) Dollar lawful money of the United States of America by each of the parties hereto paid to the other, the receipt whereof is hereby acknowledged and in further consideration of the premises, promises and covenants herein set forth, it is hereby understood and agreed as follows:

FIRST: That the Employer hereby engages and employs the Employe for a continuous period of three years, beginning on or about the 13th day of October,1920, as a motion picture camera operator during the term of this agreement, as ordered by the Employer at the studio or studios of the Employer in New York or on designated location or at any place required by the Employer for the agreed weekly salary for the first year of Three hundred ($300.) Dollars, for the second year Four Hundred ($400) Dollars and for the third year Five Hundred ($500.) Dollars to be paid weekly by the Employer to the Employe.

SECOND: The Employe agrees to render the services herein mentioned for David W. Griffith and for such firm or corporation as shall be designated by the

said David W. Griffith or in which he is or shall become interested, and all rights and obligations of the Employer herein shall inure to the benefit of and be binding on any such firm or corporation that said David W. Griffith shall designate and/ or on his heirs, executors and assigns. The Employee accepts said employment and promises and agrees to so operate motion picture cameras or otherwise, for the Employer as herein called for for the compensation above-mentioned.

THIRD: The Employe shall attend daily during established working hours for the performance of his duties herein required at the studio or studios of the Employer or on location or any other place as may be designated by the Employer. The Employer agrees to abide by, obey and perform any and all orders, requests, communications, rules and regulations of the Employer. His manner and method and way of operating and handling motion picture cameras, or otherwise shall at all times be conducted and carried out to the satisfaction of the Employer as required by him.

FOURTH: The Employe further agrees that during the life of this contract all of his talents and services shall be exclusively devoted to the use and benefit of the Employer and he shall perform such services to the best of his ability and shall lend his best efforts, talents and assistance to the taking of motion picture productions with motion picture cameras, or otherwise for each picture with which he may be connected.

FIFTH: It is understood and acknowledged by both parties hereto that the Employe's services, talents,

and abilities as a motion picture cameraman which the Employe hereby contracts to use to the fullest measure in his work hereunder for the benefit of the Employer are excellent, rare, unique, uncommon and of a peculiar and extraordinary nature and of great value to the Employer, and that these talents, services and abilities cannot be replaced by the Employer.

SIXTH: It is further understood and agreed that during the continuance of this contract the Employe sh shall not operate motion picture cameras, or otherwise, direct, perform, act, play or take part in any rehearsale, acts, scenes, or motion pictures for any other person, firm or corporation and he promises and agrees to and with the Employer that he will not assist in any way, directly or indirectly, any other person, firm or corporation in the taking of motion pictures, by motion picture cameras, or otherwise, or in the rehearsal, manufacture or production of motion pictures during the term hereof and that during the life of this contract he will not engage in the taking of motion pictures or in the production of motion pictures, except for the Employer as provided for herein.

SEVENTH: The Employe further promises and agrees that during the life of this contract he will not appear in public or private performances, except with the consent of the Employer, and it is agreed by the parties hereto that during the term hereof all the time, services, talents, abilities and energies of the Employe belong to the Employer.

EIGHTH: It is further agreed that if the Employe should enter or threaten to enter the employ of another to take motion pictures by motion picture cameras,

or otherwise, or to direct, to take part in the production of motion pictures, then, in that event it is hereby agreed that the Employer may apply to any Court of competent jurisdiction for an injunction restraining the Employe from so taking pictures, directing or taking part in the production of said motion pictures for anyone else, and the Employe hereby consents to the issuance of such an injunction and agrees not to contest the same.

NINTH: It is further understood and agreed that in the event of the Employe is engaged in taking scenes of motion pictures of a motion picture or photoplay or in performing any other services contemplated by this contract at the ending of the term of this contract or any extension thereof, he shall continue the taking of said motion picture of photoplay and perform his services at the same salary he was last receiving and upon the same terms herein set forth until the completion thereof.

TENTH: The Employe grants to the Employer privilege of publicity in advertising the Employe in connection with all pictures with which he is any way connected.

ELEVENTH: It is further mutually understood and agrees by and between the parties hereto that in case of the sickness of the Employe payment of any salary for the time during which he is incapacitated for work shall be optional with the Employer and the failure of the Employer to make payments to the Employe during such time that he is incapacitated for the work shall in no way change or alter any of the provisions of this agreement, neither will an excess payment to the Employe by the Employer during such time as he is incapacitated from work or during the time that he is actually working under the terms of this contract

change or alter any of the provisions of this contract.

TWELFTH: It is further mutually understood and agreed by and between the parties hereto that any and all improvements or inventions within the scope of said Employer's business which the Employe may conceive or make during the period of his said employment shall be the sole and exclusive property of the Employer, subject to the assignment by the Employer of one-fourth interest of all royalties, if any, which the Employer may receive therefor, to the Employe as hereinafter set forth, and that the Employe will, whenever requested so to do by the Employer execute and sign any and all applications, assignments or other instruments which said Employer shall deem necessary in order to apply for and obtain Letters Patent of the United States or of foreign countries for said improvements or inventions, and in order to assign and convey to the said Employer the sole and exclusive right, title and interest in and to said improvements, inventions, applications or patents subject to the assignment of the one-fourth interest of all royalties, if any, which the Employer may receive therefor to the Employe, and the Employe further agrees that he will not disclose or use at any time, either during or subsequent to his said employment, any secret or confidential information or knowledge attained or acquired by him by reason of his said employment, unless he should establish in a Court of Law or Equity that such information or knowledge is in the public domain without his own wrong, and the said Employer as a bonus and in addition to the consideration set forth in Paragraph marked " "FIRST" hereof, will pay, as and when received a one-fourth interest of all royalties, if any, which the Employer may

receive therefor from each improvement or invention which said Employe shall conceive or make during the period of his employment for which said Employe desires to apply for Letters Patent as above set forth, said one-fourth interest of all royalties, if any, being payable to said Employe as and when received by the Employer after the signing and execution by said Employe of the papers above set forth in this Paragraph, said payment of one-fourth interest of all royalties, if any, shall be paid as and when received by the Employer to the Employe during the life of any of such patents.

THIRTEENTH: It is further mutually understood and agreed by and between the parties hereto that the Employe's obligation to execute the papers set forth above in the foregoing paragraph, shall continue beyond the termination of the period of employment or any extension thereof with respect to any and all improvements or inventions concerned or made by the Employe during the period of said employment and the obligation shall be binding on the assignees, executors, administrators and other legal representatives of said Employe. The said assignment of one-fourth interest of all royalties, if any, by the Employer to the Employe as above set forth shall apply only to those improvements or inventions for which said Employer desires to obtain Letters Patents, and the said Employer agrees that the expense of applying for and obtaining Letters Patent on said improvements or inventions shall be borne entirely by the said Employer or his heirs, executors or assigns.

FOURTEENTH: It is further understood and agreed that the Employer may have the privilege and the Employe does hereby grant to the Employer the privilege and option to continue this contract for an additional period of two years commencing on the 13th day of October 1923, and

ending on the 12th day of October 1925 at a weekly salary of $700. per week for said additional period of two years; salary to be paid weekly by the Employer to the Employe provided, however, that if the Employer desires to continue the contract for said additional period upon the terms aforesaid for a two year period, he shall notify the Employe to that effect in writing, at least thirty days before the termination date of this contract, and by such notice this said contract shall be continued in all its terms and provisions for said additional period. If said notice is not given the Employer shall thereby forfeit his privilege and option to so continue the life hereof.

IN WITNESS WHEREOF the parties hereto have set their hands and affixed their seals the day and year first above written.

DAVID W. GRIFFITH (L.S.)

HENDRICK SARTOVE (L.S.)

ROMEIKE & CURTICE, Ltd.
LONDON.
EXTRACT FROM
Date 13 MAY 1920
Bioscope

* * *

I HAD the pleasure last week of a visit from Mr. J. J. McCarthy, who is passing through London in the course of a European tour undertaken on behalf of Guy Croswell Smith, Inc., of New York. This prominent concern, which has a branch in Paris, and will shortly open an office in London is in the market for British pictures of first-rate quality.

* * *

MR. McCarthy, who has been in the film Trade for eight years, and in the show business generally for twenty-seven years, was associated with George Kleine in handling "Quo Vadis?" and "The Spoilers," and for three years was general manager to D. W. Griffith. Formerly, he was general manager to George H. Brennan, and was also associated with Alice Neilsen, Sarah Colwell, and Le Moyne.

ALBERT L. GREY (a brother of D. W. Griffith) will arrive in London in June, I am told by Mr. McCarthy, with the United Artists' version of "Romance," featuring Doris Keane. Incidentally, he informed me that the latest figures of the United States Inland Revenue Department show the number of cinemas in the States to be 16,000. It is estimated that there is a total of 32,000 throughout the world.

May 13th 1930.

Secretary of State,
Corporation Department,
Albany, New York.

Dear Mr. Sharp:

Will you kindly advise us if it is still the practice of your department to permit a foreign corporation bearing the name similar to a domestic corporation to qualify to transact business in the State of New York under such name, provided it obtains a certified copy of the resolution of the domestic corporation consenting to the use of such name or a similar name. This specific case in mine will be the D. W. GRIFFITH, Inc. under a foreign state and the and the consent to use such name will be given by the Board of Directors of the DAVID W. GRIFFITH CORP. a domestic corporation.

Thanking you for your opinion on this matter, we remain

Very truly yours,

AHTB:MD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Copy

* * * * * * * * * * * * * * * * * * *

DAVID W. GRIFFITH

-to-

GUARANTY TRUST COMPANY

* * * * * * * * * * * * * * * * * * *

ASSIGNMENT

- - - - - - - - - - - - - - - - - - - -

Dated, New York,

#106 A

Law
S T C

May 1920

WHEREAS, I, DAVID W. GRIFFITH, of the Village of Mamaroneck, Westchester County, New York have applied to the GUARANTY TRUST COMPANY OF NEW YORK for a loan in the sum of Three Hundred Fifteen thousand ($315,000.) Dollars for the purpose of purchasing from the FIRST NATIONAL EXHIBITORS CIRCUIT, INC. all its right, title and interest in and to the negative and positive prints of a certain motion picture photoplay entitled "THE GAMIEST GIRL", and

WHEREAS, said GUARANTY TRUST COMPANY OF NEW YORK is unwilling to make such loan unless the same is secured by an assignment, to it, of my interest in said certain motion picture known as "THE GAMIEST GIRL" so to be purchased by me from the FIRST NATIONAL EXHIBITORS CIRCUIT, INC., as aforesaid, and all payments due from the release or exhibition of said photoplay through the UNITED ARTISTS CORPORATION, and from all other sources throughout the world.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That I, DAVID W. GRIFFITH, in consideration of a loan in the sum of Three hundred fifteen thousand ($315,000.) Dollars, being made to me by said GUARANTY TRUST COMPANY OF NEW YORK, and the sum of One ($1.00.) Dollar lawful money of the United States to me in hand paid before the ensealing and delivery of these presents, receipt whereof is hereby acknowledged and of the premises herewith, have sold, assigned, transferred and set over unto the GUARANTY TRUST COMPANY OF NEW YORK and its assigns to its own proper use and benefit all my right, title and interest in and to the motion picture negative and positive prints

thereof known as "THE GAMIEST GIRL" for the entire world and all sum or sums of money now due or to grow due me upon contracts covering the leasing or distribution of said picture had or to be had with the UNITED ARTISTS CORPORATION for the United States and Canada or with any other person, firm or corporation for countries other than the United States and Canada. This assignment is subject to the contract made by me with the United Artists Corporation for the release of such picture in the United States and Canada, and I do hereby give said GUARANTY TRUST COMPANY OF NEW YORK and its assigns full power and authority for its own use and benefit to ask, demand, collect, compound and give acquittance for the same or any part thereof and in my name or otherwise to prosecute and withdraw any suit or proceedings at law or in equity therefor.

I represent that I will, as Trustee of the GUARANTY TRUST COMPANY OF NEW YORK, hold the aforesaid picture negative and positive prints thereof hereinbefore described and I further do hereby authorize the said United Artists Corporation, as Trustee for said GUARANTY TRUST COMPANY OF NEW YORK to collect sum or sums of money due or to grow due me on account of the leasing or exhibiting of said photoplay, pursuant to contracts now had or to be had with the UNITED ARTISTS CORPORATION in the United States and Canada, or from any other person, firm or corporation, relating to receipts received from the exhibition or release of said photoplay in foreign territory, and I hereby authorize said United Artists Corporation, as Trustee, as aforesaid, to deliver and pay the same to the Guaranty Trust Company of New York until such time as the aforesaid loan is fully liquidated.

I further represent that the picture negative of the aforesaid photoplay is fully insured against loss by fire and that I will, as Trustee for said Trust Company, collect and deliver to it any and all insurance money or instruments for the payment of money so due.

I further represent that said motion picture negative and contracts had or to be had with the United Artists Corporation or any other person, firm or corporation, arising out of the foreign rights of the exhibition or distribution of said picture and none of the payments due or to grow due thereon have heretofore been assigned and that the same are owned by me subject to the terms of contracts had or to be had with the UNITED ARTISTS CORPORATION free from all offsets and counterclaims.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal this 13th day of May, 1920.

D. W. Griffith (L.S.)

ACCEPTED by the UNITED ARTISTS CORPORATION

By Dennis F. O'Brien

Vice-President.

ATTEST:

Albert K. Baumgartner

Secretary.

STATE OF NEW YORK)
: ss.:
COUNTY OF New York)

On the 13th day of May, 1920, before me personally came and appeared DAVID W. GRIFFITH, to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged that he executed the same.

Gertrude Denneen.

Notary Public, Kings County N. Y.
Clerk's No. 189, Register's No. 1077
Certificate filed New York Co. No. 191
New York County Register's No. 1268
Commission expires March 30, 1921

CERTIFIED RESOLUTION OF THE SPECIAL
MEETING OF BOARD OF DIRECTORS
OF THE
UNITED ARTISTS CORPORATION
AT ITS OFFICES
729 - SEVENTH AVENUE
New York City

Mr. Banzhaf stated in the meeting that in pursuance with the statement which he had made at the last meeting of said Board of Directors - to wit:-

> Mr. D.W. Griffith could purchase all of the right, title and interest of the First National Exhibitors' Circuit, Inc. in the Motion Picture produced by Mr. Griffith, THE GAMEST GIRL, which is his last Picture to be delivered to said First National Exhibitors' Circuit, Inc. for the sum of three hundred and twenty five thousand dollars ($325,000).

(1) He, Mr. Banzhaf, had negotiated further with the First National Exhibitors' Circuit, Inc. and had arranged to purchase said right, title and interest for the sum of three hundred and fifteen thousand dollars ($315,000); the entire consideration to be paid in cash upon the execution and delivery of all necessary papers incident to such transfer.

(2) He, Mr. Banzhaf, had acquainted the members of the Board of Directors in New York City with the proposition and that in order to carry out such purchase it would be necessary for Mr. Griffith to borrow said amount of money.

(3) Mr. Griffith had agreed to turn over the marketing of said Picture, THE GAMEST GIRL, to the United Artists Corporation pursuant to the terms and conditions now existing between said Corporation and himself, provided said corporation endorsed note which Mr. Griffith would be obliged to give in order to borrow the aforesaid sum of money.

(4) Mr. Abrams and Mr. O'Brien, acting for said Corporation, and Mr. Banzhaf, acting for said Mr. Griffith, would negotiate such loan with the Guaranty Trust Company of New York City, payable in six months from date of the note upon the following terms and conditions:-

> That Mr. Griffith would execute and deliver to the Guaranty Trust Company of

New York City his personal note for the sum of three hundred and fifteen thousand dollars ($315,000) bearing interest at 6% per annum, and endorsed by the United Artists Corporation; said note to be given in consideration of the assignment of all right, title and interest in the Picture, THE CAMEST GIRL, made by Mr. D.W. Griffith, and all his share of the earnings to be derived from the Marketing or turning into account of said Motion Picture by the United Artists Corporation pursuant to the contract then existing between Mr. Griffith and said Corporation; also the assignment of all monies which Mr. Griffith might derive from the Marketing and turning to account of said Motion Picture in other parts of the world than the United States of America and the Dominion of Canada - such assignment to be operative until the amount of money due on said note with interest, or any renewals of said note with interest have been paid.

Mr. Abrams explained to the Board of Directors that it would be a benefit to the United Artists Corporation to market said Picture. Mr. O'Brien stated that he had telegraphed to his clients - Mr. Douglas Fairbanks and Miss Pickford- for instructions relative to the endorsement of said note by said Corporation, and that he had been advised to vote in favor of same; Mr. Burkan reported like instructions from his client - Mr. Charles Chaplin.

Resolution was made, seconded and unanimously adopted that said interest bearing note, made by Mr.D. W. Griffith, payable to the Guaranty Trust Company of New York City, or any renewals of same with interest, be endorsed by duly authorized officers of the United Artists Corporation; viz: Mr. O'Brien, acting President, and Mr. Banzhaf, acting Secretary - also that the General Counsel of said Corporation in association with Mr. Banzhaf, acting for Mr. Griffith, pass upon any and all legal papers which are to be executed between Mr. Griffith and the Guaranty Trust Company of New York City in order to carry out aforesaid transaction.

Mr. Banzhaf agreed on behalf of Mr. Griffith that the earnings derived from the marketing or turning to account of said Motion Picture, THE CAMEST GIRL, made by Mr. Griffith, should be paid by the United Artists Corporation direct to the Guaranty Trust Company of New York City until said note with interest due or any renewals with interest

had been fully paid; that Mr. Griffith agreed that any monies which he may be entitled to receive from the marketing or turning into account of said Motion Picture in other parts of the world than the United States of America and the Dominion of Canada, he would make payable to the Guaranty Trust Company until aforesaid note with interest due or any renewals with interest had been paid.

Resolution was made, seconded and unanimously adopted that Mr. Banzhaf, acting Secretary of said Corporation, be given authority to certify such excerpts from the resolutions as may be necessary to satisfy the Guaranty Trust Company of New York City regarding the authorized officers of the United Artists Corporation; viz: Mr. D.F. O'Brien, acting President, and Mr. A. H. T. Banzhaf, acting Sec't'y, to endorse said note.

I, ALBERT H.T. BANZHAF, the Secretary of the United Artists Corporation do hereby certify that I have compared the preceding with the resolution and part of the Minutes relating thereto duly adopted at the Special Meeting of the Board of Directors of said Company, duly held at its office at #729 Seventh Avenue, New York City, on the 7th day of May, 1920, at 4 o'clock P.M., and I do hereby certify the same to be a correct transcript of said resolution and the statements contained in the Minutes relating thereto.

IN WITNESS my hand and the Corporate seal of the Company this 13 day of May, 1920.

Albert H Banzhaf

Secretary.

wfc

David W. Griffith 4500 Sunset Boulevard
Los Angeles Calif. Title of motion-picture photoplay:
The Idol Dancer. Story by Gordon
Rayborne. Scenario by A. E. G.
Taylor. Photoplay by David W.
Griffith of the United States.
Dec 7 Reels. Reels 1-7.

Date of publication May 7, 1920. 2 Copies (1 each) received May 14, 1920.

Description received May 14, 1920. Entry: Class L, XXc, No. 15714

[SEAL]

Thorvald Solberg
Register of Copyrights

ALICE KAUSER
DRAMATISTS' AGENT ✦ PLAYS
1402 BROADWAY, NEW YORK
CABLE ADDRESS: LINADORE, NEW YORK

MOTION PICTURE DEPARTMENT
R. L. GIFFEN
MANAGER

May 14, 1920

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York City

Dear Mr. Banzhaf:-

I have your letter in reply to mine, and I hope that our joint efforts in the interest of "common humanity" will bring about a fluttering of the Dove of Peace around the intelluctual "dome" of our friend Dr. Anspacher.

Can you give me the present address of Mr. Arms?

Sincerely,

- - - - - - - - - - - - - - - - - - -

DAVID W. GRIFFITH

-with-

FIRST NATIONAL EXHIBITORS CIRCUIT, INC.

* * * - - - - - - - - - - - - - - - - -

A G R E E M E N T

- - - - - - - - - - - - - - - - - - -

Dated New York,

THIS AGREEMENT made and entered into on this 14th day of May 1920 by and between DAVID W. GRIFFITH, for convenience sake hereinafter called the "Producer", and the FIRST NATIONAL EXHIBITORS CIRCUIT, INC., a New York Corporation, for convenience sake hereinafter called the "Exhibitor".

W I T N E S S E T H :

WHEREAS, the said Producer entered into an agreement dated the 21st day of January, 1919, with the Exhibitor whereby said Producer agreed to produce for and deliver to the Exhibitor three photoplays pursuant to the terms and conditions of said contract, and

WHEREAS, the Producer has delivered two of said photoplays and is about to deliver the third to the Exhibitor as called for by the terms of said contract, which third photoplay is entitled "THE GAMIEST GIRL", based upon the story entitled "BLACK BEACH" by Joseph Hergesheimer, for which the Exhibitor has paid the Producer in full pursuant to the terms of said contract, and

WHEREAS, said Producer is desirous of purchasing all the Exhibitor's right, title and interest in and to said photoplay known as "THE GAMIEST GIRL" from the Exhibitor, and

MUSEUM OF M

WHEREAS, the Exhibitor is desirous of selling all its aforesaid interest in and to said picture to the Producer, and

WHEREAS, the parties hereto desire to modify the said agreement dated January 21st 1919 in respect to the re-purchase and sale of the said third picture, as aforesaid only.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained the parties hereto agree as follows:

FIRST: The Exhibitor, The First National Exhibitors Circuit, Inc., for and in consideration of the sum of Three Hundred and Fifteen Thousand ($315,000.) Dollars to it paid by the said Producer, David W. Griffith, at the ensealing and delivery of these presents, receipt whereof is hereby acknowledged, has sold and assigned and by these presents does sell, assign, transfer, convey and set over unto the said Producer, his heirs and assigns to his or their own proper use and benefit all of its right, title and interest in and to the negative and positive prints of the aforesaid motion picture photoplay entitled "THE GAMIEST GIRL", together with all stills, ~~lithographs, paper~~ and other property relating thereto, and all its interest in and to the release or exhibition thereof for the entire World.

SECOND: Said Exhibitor warrants that it is the sole owner with the Producer of certain rights, pursuant to the terms of the aforesaid contract, of the said photoplay entitled "THE GAMIEST GIRL", and warrants that it has not sold, assigned, leased, transferred or hypothecated its interest therein to any person, firm or corporation.

THIRD: Said Exhibitor further warrants that it has not sold, assigned, transferred, leased or otherwise contracted for the exhibition or release of said photoplay to any person, firm or corporation, and that it will not so do.

FOURTH: Said Exhibitor agrees that it will

execute or procure any further necessary assurance of the title to said photoplay.

FIFTH: It is further mutually understood and agreed by and between the parties hereto that said contract of January 21st 1919 shall remain in full force and effect, except as herein modified and except that the second picture heretofore delivered by the Producer to the Exhibitor known as "THE IDOL DANCER" shall be deemed to be the last picture deliverable pursuant to the terms of said contract and that the Producer may release, announce or advertise forthwith the aforesaid production so sold by the Exhibitor or any other production heretofore or hereafter to be produced by the Producer, and that all other clauses, conditions, covenants and agreements in said contract contained and not inconsistent with the aforesaid changes are hereby ratified, affirmed and approved and are in full force and effect.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed the day and year first above written.

_____ (L.S.)

FIRST NATIONAL EXHIBITORS CIRCUIT, INC

By E. B. Johnson

CITY, COUNTY AND)
: ss:
STATE OF NEW YORK.)

On the day of May, in the year 1920 before me personally came to me known, who, being by me duly sworn, did depose and say, that he resided in the City of , County of State of ; that he is the CIRCUIT of the FIRST NATIONAL EXHIBITORS/INC., the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

BOND

PAYABLE IN FUNDS CURRENT AT THE NEW YORK CLEARING HOUSE

$ 315,000.00 New York, May 14th 1920.

Six (6) Months, after date, without grace, the undersigned, for value received, ~~jointly and severally~~ promise to pay to the Guaranty Trust Company of New York, or order, at the principal office of said Trust Company in the City of New York,

Three hundred and fiftgen thousand ($315,000.) - - - - - - Dollars, with interest at the rate of 6 per cent per annum, payable quarterly on the first days of January, April, July and October, having deposited and pledged with the said Trust Company as collateral security for the due payment of this note and of any and all other obligations or liabilities of the undersigned to said Trust Company, due or to become due, or which may hereafter be contracted or existing, the following property:

The undersigned hereby ~~jointly and severally~~ agrees to deposit with the Trust Company such additional collateral security as may from time to time be demanded, and hereby gives to the Trust Company a lien upon and hereby pledges all money and property of the undersigned now or at any time hereafter in the possession of the Trust Company, including any balance of any deposit account of the undersigned with the Trust Company, for the due payment of this note and of all said obligations and liabilities.

Upon the non-payment of this note or of any of the aforesaid obligations or liabilities, or upon the non-performance of any of the agreements in this note by the undersigned, then the principal of this note and/or the whole or any part of any or all of the aforesaid obligations or liabilities of the undersigned shall mature at the election of the Trust Company upon demand or by presentation thereof for payment; and in any such event the Trust Company shall have the right to sell, assign and deliver the whole or any part of the property hereinabove specifically described, subject to all the terms of the contract by and between me and the United Artists Corporation relating to distribution of said picture or of any property substituted therefor or of any additions thereto or of any other property of the undersigned then in its possession, at any time or times, either at the New York Stock Exchange or at any broker's board or at public or private sale, either for cash or on credit or for future delivery, without demand, advertisement or notice, which are hereby waived, and to apply the net proceeds to the payment of this note and of any or all other such obligations or liabilities of the undersigned and of all expenses, accounting for any surplus; the undersigned remaining liable for any deficiency. Upon any sale as aforesaid, the Trust Company may purchase and hold the whole or any part of the property sold, free from any claim or right of redemption of the undersigned, which is hereby waived and released.

In the event of the insolvency or bankruptcy of, or appointment of a receiver for any of the undersigned, this note and all said obligations and liabilities shall forthwith become due and payable without demand or notice.

DAVID W. GRIFFITH.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

GUARANTY

In consideration of the making at the request of the undersigned, of the loan evidenced by the within note, and of the sum of one dollar, to it in hand paid, the undersigned hereby ~~jointly and severally~~ guarantee it to the Guaranty Trust Company of New York, its successors, endorsees or assigns, the prompt payment of the said note, when due, and hereby consent to the terms and conditions of the said note and that the collateral security for the said note may be exchanged or surrendered in whole or in part from time to time, or the time of payment of the said note or of any of the security therefor extended, or the rate of interest changed, without notice to or further assent from the undersigned, and that the undersigned will remain bound upon this guaranty, notwithstanding such changes, surrender or extension. The undersigned waive demand of payment from the maker of said note, and also waive notice of protest or non-payment of the said note, and also waive notice of any sale of the collateral security held for the said note.

corp. seal

United Artists Corporation

per Dennis F. O'Brien

Vice Pres

acting Pres.

(Corp. seal)

Albert W. Brushel

Sec.

signed by Mr. [illegible]

A.H.T.B.

First National file.

AHTB/GD
Enc.

May 15th 1920.

Mr. E. B. Johnson,
c/o First National Exhibitors' Circuit, Inc.,
6 W. 48th Street,
New York City.

Dear Mr. Johnson:

I enclose herewith duplicate original of contract between your Company and Mr. Griffith on the re-purchase of the picture formerly known as "Black Beach" now known as "The Greatest Girl", which your President, Mr. Lieber, and Mr. Schwalbe are to sign as officers thereof and swear to the corporate acknowledgment attached thereto.

I also beg to advise that since this closes the deal between Mr. Griffith and the First National Exhibitor's Circuit regarding the delivery of pictures, I request that your Company kindly re-assign to us the insurance policy for $150,000. which was given to your Company to protect it against loss on account of Mr. Griffith's failure to deliver pictures as called for by the terms of this contract with you.

Will you kindly take this matter up with Mr. Schwalbe so that we may arrange to keep this insurance policy in force until the expiration of its term.

Very truly yours,

P.S. I will send you a duplicate copy of this contract signed by Mr. Griffith, if you desire.

A.H.T.B.

AHTB/GD
Enc.

regular scenario route-
I'm wondering if you
would read them, and
if you think they are
worth while get them to
Mr Griffith. It will not
take you long to read
them. I wouldn't bother
you but, am really so
worried financially after
a winter of huge doctor
bills, that I've put my
pride in my pocket, in
order to try for a
quick sale of my stories.

MUSEUM OF MODERN ART FILM

May 11 1920

Dear Mr. Banghaf,

Am asking a favor and begging pardon for doing it. Of course perhaps its not possible. I have the right to two of Amelia Bates most famous novels = "The Boss of Orange Ribbon" and "Jan Uddelis Wife" Am anxious to get them to Mr. Griffith, but knowing the fate of scenarios that go through the

Your kindness in the past has made me bold to ask this. Of course they may not seem to you worth while, in which case, I'll try for a less important favor.

Respectfully

(Mrs) Anita Hendrie Miles
36 Clark St
Brooklyn
N. Y.

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative

D.W. GRIFFITH'S
SUPREME TRIUMPH
HEARTS
OF THE
WORLD
A ROMANCE OF
THE GREAT
WAR

GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

May 17th, 1920.

Mr. A. H. T. Banzhaf,
#2 Rector St.,
New York.

Dear Mr. Banzhaf:-

Enclosed please find a letter that is addressed to Mr. MacEvoy, our representative in Ohio and Indiana. You will, however, remember that we sold "The Mother and the Law" and "The Fall of Babylon" for the state of Indiana. Therefore, as far as that state is concerned I presume this letter ought not to annoy us.

Yours very truly,

Albert L. Grey

ALG/W

TELEPHONES
MAMARONECK { 1190, 1191, 1192, 1193, 1194, 1195

D. W. GRIFFITH STUDIO

ORIENTA POINT
MAMARONECK, N. Y. May 17, 1920.

95

Mr. A. H. Banzhaf,
2 Rector Street,
New York, N.Y.

Dear Mr. Banzhaf;

Confirming our conversation of Sunday, Mr. Griffith would like to know if Robert Louis Stevenson's WEIR OF HERMISTON is protected by copyright.

Alice Kauser, the play broker, is acting for Lloyd Osbourne, the literary executor of Robert Louis Stevenson, and she says that he has a fixed price of $10,000, with the usual mythical English firms clamoring to take it at that and bigger prices.

Very truly yours,

H. C. Carr

HCC/ICR

Yaramount ly

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address "Fidelitas"

New York Offices
Fifth Avenue and 43rd St.
Cable Address "Notromco"
Madison Avenue and 60th St.
Cable Address "Guarmadis"
268 Grand Street
Cable Address "Guargrand"

Foreign Offices
Cable Address "Garritus"
London Paris
Liverpool Havre
Brussels

New York, May 17, 1920.

In replying please refer to number 58-152-1

G.T. Scherzinger
Assistant Treasurer

Albert K. Banzhaf, Esq.,
2 Rector Street,
New York.

Dear Sir:

In accordance with arrangements made through our Assistant Secretary, Mr. Hurd, we confirm handing you our Treasurer's check on the 14th instant for $315,000., drawn to the order of D. W. Griffith or United Artists Corporation, making Mr. Griffith a loan for this amount for a period of six months, at 6%.

This loan is secured by the assignment to the Guaranty Trust Company of world rights on the picture "The Gamiest Girl". Receipt of the assignment of the contract between Mr. Griffith and the First National Exhibitors Circuit, Inc. is hereby acknowledged.

We also acknowledge receipt of the certified copy of the resolution passed at a meeting of the directors of the United Artists Corporation whereby the endorsement of Mr. Griffith's note by the Corporation was authorized . Acknowledgment is also made of the copy of the agreement between the United Artists Corporation and Mr. Griffith.

We understand that within a short while the negative of the picture "The GamiestGirl" will be deposited with us. In connection with the note which Mr. Griffith executed, we should appreciate having you forward check for $63. in payment for revenue tax stamps required thereon. It is also our understanding that the payment of commission of $5,000. will be made at a later date.

A copy of this letter has been forwarded direct to Mr. Griffith at Mamaroneck, New York.

Yours very truly,

G. T. Scherzinger
Assistant Treasurer.

A

Garrett G.

THE FIRST NATIONAL EXHIBITORS' CIRCUIT, INC.

GENERAL OFFICES 6 AND 8 WEST 48TH STREET, NEW YORK

OFFICE OF MANAGER

May 17th, 1920.

Mr. Albert Banzhaf,
c/o Banzhaf & Pembleton,
2 Rector Street,
New York City.

Dear Mr. Banzhaf:-

This is to acknowledge receipt of the copy of the Griffith agreement to be signed by Mr. Schwalbe and Mr. Lieber.

Mr. Lieber did not come on to New York as I expected but went direct to Indianapolis and I am therefore mailing this copy to him for his signature. As soon as he returns it to me I will have it signed by Mr. Schwalbe and forward it on to you.

I am also taking up with Mr. Schwalbe the matter of re-assigning the insurance policy to Mr. Griffith.

Very truly yours,

E. B. Johnson

EBJ/AZ

Form 1226

Charge to the account of Albert H T Banzhaf Room 1615 $

CLASS OF SERVICE DESIRED	
Full Rate	
Half Rate Deferred	
Cable Letter	X
Week End Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE CABLEGRAM WILL BE TRANSMITTED AT FULL RATES.

WESTERN UNION CABLEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Number	
Time Filed	
Number of Words	

Send the following Cablegram, subject to the terms on back hereof, which are hereby agreed to

May 18th 1920

BASIL SYDNEY

PLAYWRIGHT LONDON ENGLAND

WILL ACCEPT ONE HUNDRED FIFTY THOUSAND CASH NEW YORK FOREIGN RIGHTS ROMANCE EXCEPT NORTH AND SOUTH AMERICA GREY WILL ARRIVE LONDON BALTIC WITH PRINT CONGRATULATIONS MRS SYDNEY AND YOU ON SPLENDID RECEPTION PICTURE HERE REGARDS

BANZHAF

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address: "Fidelitas"

New York Offices
Fifth Avenue and 43rd St.
Cable Address: "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Foreign Offices
Cable Address: "Garritus"
London Paris
Liverpool Havre
Brussels

New York, May 18, 1920.

James D. Hurd
Assistant Secretary

In replying please refer to number 195

United Artists Corporation,
729 Seventh Avenue,
New York City.

Attention Mr. A. H. T. Banzhaf.

Dear Sir:

We beg to acknowledge receipt of your letter of May 17th, enclosing copy of the accountants report which you originally left with us and thank you very much for your courtesy in furnishing us with this information.

Very truly yours,

James D. Hurd

Assistant Secretary.

Counselman & Co.
112 West Adams Street
Chicago

May
Nineteen
1920.

Dear Mr. Banzoff:

I took up with our attorneys, the matter you mentioned to me regarding the desirability of incorporating in Illinois or Virginia. They agree with you that incorporating in Illinois would be very expensive, in fact, the cost would probably amount to over $50,000, as you stated, because of the fact that the Secretary of State has ruled that a no par value stock shall be considered in Illinois as having a value of $100 per share in so far as the expenses paid to the State are concerned. I am advised, however, that this is not made clear in the law but is more or less of an arbitrary decision and that plans are on foot to have the matter adjudicated in the hope that the point can be cleared up. It seems, however, that this may take a long while and appending such decision, the ruling of the Secretary of State would have to be accepted.

My attorneys further agree with you that it would be a matter of comparatively small cost to incorporate in Virginia, but they would like to look up one or two other states that they had in mind and will do so at an early date. Inasmuch as incorporating in Illinois would render the proposed stock tax exempt in this state, you can appreciate that the matter is of very serious importance to us. I thoroughly realize, however, that the cost to the company would be a serious detriment to it. I suggest, therefore, that we let the matter ride until I have further advice and until we can have a full discussion as to the best course of proceedure.

Meantime, believe me, with kind regards

Faithfully yours,

Counselman

CC:ECW.

FRANCIS M. HUGO
SECRETARY OF STATE

ADDISON B. PARKER
DEPUTY SECRETARY

CHARLES W. TAFT
SECOND DEPUTY SECRETARY

STATE OF NEW YORK

SECRETARY OF STATE'S OFFICE

ALBANY

FSS/EM-1418

May 19, 1920.

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Sir:

Answering your favor of the 13th inst., we have to advise that this office will accept qualifying papers from and issue a certificate of authority to a foreign corporation named D. W. GRIFFITH,INC., if supplied with a consent under seal of DAVID W. GRIFFITH CORPORATION, a domestic company.

Proof of execution in the form prescribed by section 309 of the Real Property Law should be annexed to the consent.

Respectfully yours,

Francis M. Hugo
Secretary of State.
by FSS

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

O'BRIEN, MALEVINSKY & DRISCOLL
LAW OFFICES
FITZGERALD BLDG. TIMES SQUARE
NEW YORK CITY

IN-RE

May 19th
1920

Mr. Albert H.T. Banzhaf
2 Rector Street
New York City

My dear Mr. Banzhaf:

Will you be kind enough to give the enclosed contract the "once-over" for your client and let me have any suggestions you wish to make relative to the same.

Sincerely yours,
Dennis F. O'Brien

DFO'B/IC
(Enc)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MEMORANDUM OF AGREEMENT made and entered into this day of May, A.D. 1920, by and between DAVID W. GRIFFITH, of Mamaroneck, New York, hereinafter designated as "MR. GRIFFITH", party of the first part; CHARLES CHAPLIN, of Los Angeles, State of California, hereinafter designated as "MR. CHAPLIN", party of the second part; GLADYS MARY FAIRBANKS, of Los Angeles, State of California, (known theatrically as Mary Pickford) hereinafter designated as "MISS PICKFORD", party of the third part; DOUGLAS FAIRBANKS, of said Los Angeles, State of California, hereinafter designated as "MR. FAIRBANKS", party of the fourth part; WILLIAM G. McADOO, of the City, County and State of New York, hereinafter designated as "MR. McADOO", party of the fifth part; and UNITED ARTISTS CORPORATION, a Delaware corporation, having its principal place of business in the City, County and State of New York, hereinafter designated as "CORPORATION", party of the sixth part,

W I T N E S S E T H:

WHEREAS, DAVID W. GRIFFITH did on the 15th day of November, A.D. 1919, enter into a contract with Mrs. Basil Sidney, professionally known as "Doris Keane", by which he did acquire the sole and exclusive right for the world to produce and have produced, sell or lease and license for exhibition of motion pictures, a dramatic

production known as "ROMANCE", originated and written by Edward Sheldon, and prior to entering into, executing and delivering said contract, did enter into an oral contract with MR. CHAPLIN, MISS PICKFORD, MR. FAIRBANKS and MR. McADOO, by which they were to be associated with him in the ownership of said contract and in the business of producing, marketing and turning to account of the aforesaid motion picture "ROMANCE", and that said motion picture would be made in the studios of said MR. GRIFFITH, and that the motion picture when finished would be released for exhibition purposes through the United Artists Corporation, and that the cost of the acquiring of the motion picture rights of said dramatic composition "ROMANCE" and of producing the same into motion picture form would be paid in equal proportions, to wit, one-fifth each by MR. GRIFFITH, MR. CHAPLIN, MISS PICKFORD, MR. FAIRBANKS and MR. McADOO; and

WHEREAS, the parties hereto desire to reduce to written form their aforesaid agreements;

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, and the further consideration of the sum of One Dollar each to the other in hand paid, the receipt whereof is hereby acknowledged, it is agreed by and between the parties hereto as follows:

FIRST:

Assignment.

MR. GRIFFITH does hereby transfer, set over and assign, and by these presents has transferred, set over and assigned an undivided one-fifth interest each respectively to MR. CHAPLIN, to MISS PICKFORD, to MR. FAIRBANKD and to MR. McADOO (reserving unto himself the remaining one-fifth interest), in and to the aforesaid contract dated the 15th day of November, 1919, by and between said MR. GRIFFITH and said Mrs. Basil Sidney, known professionally as "Doris Keane", (a copy of which contract is attached hereto and made a part hereof to the same full extent as if recited herein), and in and to the motion picture rights of the aforesaid dramatic composition "ROMANCE", and all other rights of every kind and character acquired by MR. GRIFFITH from Mrs. Basil Sidney, pursuant to said contract; TO HAVE AND TO HOLD the aforesaid respective interests unto themselves, their respective legal representatives and assigns.

SECOND:

Production of Motion Picture.

The parties of the first, second, third, fourth and fifth parts respectively agree that the aforesaid motion picture shall be produced under the supervision of MR. GRIFFITH at his studios at Mamaroneck, New York, and that all moneys required to be paid pursuant to the afore-

said contract to Mrs. Basil Sidney, and for the production of the motion picture based upon said play "ROMANCE", shall be provided by each of the parties hereto in the proportions of one-fifth each and paid to the United Artists Corporation, which is hereby designated as a depository and custodian of such moneys, and to be paid by said CORPORATION to MR. GRIFFITH upon statements properly certified showing the itemized expenditures incidental to the production of said motion picture; and the parties hereto did agree to give to the United Artists Corporation their respective individual demand notes in the sum of Sixty thousand dollars ($60,000.) each, which they have already done; and the United Artists Corporation did agree to procure a loan from the Central Union Trust Company of New York City, for the sum of Three hundred thousand dollars ($300,000.) to be used for the purpose of paying for the purchase of the motion picture rights of said dramatic composition and the production of said motion picture; and said CORPORATION did procure such loan and acknowledges receipt of the individual notes of the aforesaid parties of the first, second, third, fourth and fifth parts to this agreement.

In the event of said motion picture costing more than the aforesaid sum of Three hundred thousand dollars ($300,000.), the parties hereto agree that said CORPORATION may demand of each of the parties of the first, second, third, fourth and fifth parts the payment of his

proportionate share of such excess of cost, and each of the parties hereto agrees to pay such share within ten days of such written request.

Said MR. GRIFFITH agrees to keep true and accurate books of account in which shall be entered every item of expense incidental to the production of said motion picture, said books to be open for the inspection by the parties hereto at all times, or their or his duly authorized representative; such statements to be certified by a certified public accountant as to their correctness, and upon completion of the picture shall give a complete detailed summary of all expenditures incidental to the same.

THIRD:

Custodian of Negative and Copies.

Said CORPORATION shall be the custodian of negative and positive copies of said motion picture for the parties hereto, and shall have a lien upon the same, and such lien is hereby granted to it by the parties hereto until all moneys advanced by the CORPORATION for the production of said motion picture are fully repaid to it; such payments to include in no way the portion of the earnings of the motion picture allowed said CORPORATION as its share for the booking and turning to account of said motion picture.

FOURTH:

Distribution.

The parties of the first, second, third, fourth and fifth parts agree and by these presents have agreed that said CORPORATION shall have the sole and exclusive right, license and privilege to market, distribute and turn to account the motion picture made from said dramatic composition, as in said contract provided, pursuant to the terms, conditions and provisions relative to the marketing and turning to account set forth in the aforesaid contract between MR. GRIFFITH and Mrs. Basil Sidney, and shall be entitled to deduct therefrom twenty-five percent (25%) of the gross receipts derived from the leasing and licensing the use of said motion picture in the United States of America, and fifty percent (50%) of such gross receipts in other parts of the world where the exploitation is through distributing agents, and to retain all other moneys received from the marketing and turning to account of said motion picture until all moneys borrowed by the CORPORATION or advanced by it relative to said motion picture, are fully repaid; and all sums remaining after the cost of said motion picture has been fully paid, shall be divided among the parties as follows:

MR. GRIFFITH, two-sixth (one-sixth of which has been allowed him for procuring the aforesaid contract with Mrs. Basil Sidney, and supervising the production of

said motion picture); one-sixth to MR. CHAPLIN; one-sixth to MISS PICKFORD; one-sixth to MR. FAIRBANKS; one-sixth to MR. McADOO.

The said CORPORATION shall keep true and accurate books of account in which shall be entered all such receipts and expenditures incidental to this enterprise, and shall provide statements at least monthly to the parties interested relative to the same, and shall make payments monthly as the receipts warrant. When the cost of said motion picture has been fully paid, the CORPORATION agrees to return the aforesaid notes to the individuals.

SIXTH:

Copyright.

The parties hereto agree that the copyright of said motion picture shall be procured in the name of the CORPORATION in trust for the parties interested in the ownership of the same.

The parties hereto agree that all matters pertaining to the business of marketing and turning to account of the aforesaid motion picture, except as otherwise provided herein and in the aforesaid contract between MR. GRIFFITH and Mrs. Basil Sidney, shall be determined by a majority vote in writing; each of the parties hereto, to wit,

MR. GRIFFITH, MR. CHAPLIN, MISS PICKFORD, MR. FAIRBANKS and MR. McADOO shall be entitled to one vote, and each of the parties hereto agrees not to transfer, set over or assign his interest, in whole or in part, in and to the aforesaid contract, the motion picture and all business incidental to the same, of which he is owner with the others, without the written consent of a majority of the remaining parties to this agreement.

SEVENTH:

This agreement is binding upon the parties hereto, their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this instrument the day and year first above written.

_____ (L.S.)

_____ (L.S.)

_____ (L.S.)

_____ (L.S.)

_____ (L.S.)

UNITED ARTISTS CORPORATION

By _____

President

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

O'BRIEN, MALEVINSKY & DRISCOLL
LAW OFFICES
FITZGERALD BLDG. TIMES SQUARE
NEW YORK CITY

IN-RE "ROMANCE"

May 19th
1 9 2 0

Mr. Albert H.T. Banzhaf
2 Rector Street
New York City

My dear Mr. Banzhaf:

Will you be kind enough to let me have at your convenience an assignment of the copyright of "ROMANCE" from Mr. Gray to the United Artists Corporation, pursuant to the provisions of the contract that I have prepared between all the parties concerned in the ownership of "ROMANCE".

As ever,

Sincerely yours,

Dennis F. O'Brien

DFO'B/IC

Romance

MINUTES OF ADJOURNED MEETING OF BOARD OF DIRECTORS OF UNITED ARTISTS CORPORATION, HELD MAY 19th, 1920.

A regular meeting of the Board of Directors of United Artists Corporation, adjourned May 18th, 1920, was held in the office of the corporation on the 9th floor of 729 - 7th Avenue, New York, N. Y., at 4:00 o'clock P. M., Wednesday, May 19th, 1920.

PRESENT: Messrs. Albert H. T. Banzhaf, Nathan Burkan and Dennis F. O'Brien.

IN ATTENDANCE: Messrs. Hiram Abrams and M. E. Prager.

Mr. O'Brien called the meeting to order and acted as chairman thereof. Mr. Banzhaf, Secretary of the corporation, acted as secretary of the meeting.

The minutes of the special meeting held May 7th, 1920, were read and on motion duly made, seconded and unanimously carried, were approved.

Mr. Banzhaf brought up the question of the amounts to be advanced to D. W. Griffith for the production and completion of "Romance" to the point where it would be available to this company for marketing and distribution. He stated that the sum of $386,000 authorized to be advanced for the production and completion of this picture, would not be sufficient. It was agreed to advance the necessary funds without regard to the previous limitation of $386,000, necessary to complete the picture. During the discussion which ensued, Mr. Abrams pointed out that some of the items, such as lumber, etc. utilized in the production of the picture, could be disposed of and that any proceeds thereof should be either returned to the company of utilized towards any further necessary expenditures.

It was the sense of the meeting that Mr. Abrams and Mr. Beach should examine the items of expenditures incidental to the production of "Romance" to

see what items represent properties that Mr. Griffith may use in other productions and to take up with Mr. Griffith, or his representative the question of certain credits to be allowed for such properties.

Mr. Abrams brought up the question of the advisability of embarking upon an advertising campaign, to promote the interests of the company in the marketing and distributing of pictures. The Board approved the suggestion and authorized that the necessary funds be made available for such purpose.

Mr. Abrams stated it would be necessary for him to be advised of the approximate release dates respecting the pictures "Mollycoddle" and "Suds," because of exhibitors withholding signing of contracts calling for deposits on these pictures. The Board thereupon ordered that the following telegram be sent to Mr. John Fairbanks:-

> "Abrams explained to us at meeting of directors held this afternoon that exhibitors are withholding signing of contracts calling for deposits on account Mollycoddle and Suds because we cannot insert in contracts definite release date and they believe money will be held until fall stop Most important that Abrams knows immediately release date on each picture which should be earliest possible to avoid hot weather stop This telegram is sent at request of directors answer immediately."

An informal discussion ensued concerning the general policy of the corporation's affairs.

The meeting then adjourned.

ALICE KAUSER
DRAMATISTS' AGENT ✱ PLAYS
1402 BROADWAY, NEW YORK
CABLE ADDRESS: LINADORE, NEW YORK

MOTION PICTURE DEPARTMENT
R. L. GIFFEN
MANAGER

May 20, 1920

1 Keane

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York City

Dear Mr. Banzhaf:-

The enclosed page from Wid's of Sunday, May 16th is a flagrant violation of the contract with Miss Doris Keane.

I thought we had taken this matter up often enough before, but it seems that either my protests or your instructions have failed to achieve the contractual result, and I must therefore insist that proper procedure be taken immediately tp prevent any further infractions, otherwise it will be necessary to adopt some measures that will bring about an adherence to the terms of the contract.

Very truly,

answered by phone that we had nothing to do with this advertisement of Chas. Wilson's
A.B.

McADOO, COTTON & ...

May 20, 1920.

Re Romance Contract.

Dear Mr. O'Brien:

I have your letter of the 19th with enclosure, for which I thank you. The draft of contract which you have prepared does not correctly recite either Mr. McAdoo's or my understanding of the agreement which was made in the following respects:

(a) The agreement with the corporation for distribution was only to cover the United States, Alaska, Canada and New Foundland. The resolution passed at the meeting of the directors Jan. 20, 1920 specifically provides for distribution of this play "pursuant to same terms and conditions as said corporation is marketing and turning to account the individual pictures of Mr. Fairbanks, Mr. Chaplin, Mr. Griffith and Miss Mary Pickford, with the exception that in the United States the producers are to receive 75% and the corporation 25% of the gross returns, and in Canada the producers are to receive 65% and the corporation 35% of the gross returns". Accordingly the corporation has no interest in the distribution of this play in foreign countries.

(b) It was not my understanding that the parties purchased an interest in Mr. Griffith's contract, but that Mr. Griffith agreed to obtain the sole and exclusive world rights to produce and exhibit the motion picture from the production known as "Romance" and produce a photoplay under his supervision with Mr. & Mrs. Sidney in the principal roles, and that the parties interested purchased an undivided interest in these rights in the production which Mr. Griffith agreed to make. I have never seen the Griffith-Keane contract and have no information as to its provisions. Accordingly, the first paragraph of your draft does not meet my understanding of the agreement.

(c) Each of the parties interested was to give the corporation their note for $70,000, which Mr. McAdoo did, and Mr. Griffith agreed to produce the photoplay for not to exceed $350,000. The corporation was to use the notes solely as collateral and these notes were not to be negotiable, but were

to be used as collateral only to such extent as might be necessary to enable the corporation to procure sufficient funds to advance Mr. Griffith not to exceed $350,000 to cover the cost of the production and reimburse Mr. Griffith for the moneys expended by him in acquiring the moving picture rights. It was my clear understanding that Mr. McAdoo's obligation was limited to not exceed $70,000. There was no agreement that the individuals would pay the corporation any money. Accordingly, the second paragraph of your draft should be modified, as Mr. McAdoo never made such agreement as it provides for.

(d) The third paragraph should be modified so as not to tie up the owners so far as the sale of foreign rights is concerned.

(e) The fourth paragraph is incorrect in the percentages, as the corporation is only to receive 35% of the gross receipts in Canada and no percentage of the gross receipts derived from foreign sales. Furthermore, the corporation was only to advance not to exceed $350,000, and when the total receipts belonging to the owners received by the corporation amounted to the amount advanced by it, not to exceed $350,000, then the owners were to have their notes returned and begin to receive their respective shares of the receipts.

(f) There is no "fifth" paragraph in the draft.

(g) The provisions of the sixth paragraph are new and are unsatisfactory.

I understood at the last meeting of the directors at which I was present that you were preparing the contract with Mr. Abrams and would submit a draft to me. It seems to me to be a very important matter and one which should be concluded. I will appreciate it if you will send me copies of the minutes of any meetings of the directors which you may hold during Mr. Price's absence,,and also advise as to the amounts of the notes which the artists gave the corporation on account of the "Romance" contract.

Sincerely yours,

Dennis F. O'Brien, Esq.,
Fitzgerald Bldg., Times Square
New York City.

Loring R. Hoover

U. S. S. TENNESSEE
(FITTING OUT)
BUILDING NO. 15, NAVY YARD
NEW YORK

May 20, 1920.

My dear Miss Weiner:

Just a few lines to let you know that myself and the other officers that were up to see the Studoi were more than pleased with what they saw.

We thank you and also Mr Griffiths for permitting us to visit his place. Tell him that if any time he wishes to visit the Tennessee all he has to do is to notify us and we will be only too glad to show him everything that there is to be seen.

I am writing a letter to Miss Gish and I wish that you would see that s she gets the same.

The Tennessee is to be commisioned on the Ist of June and at anytime thereafter that you wish to come and see the ship please drop me a line and let me know what time will be the most convenient for you to come and I will come to the train at the Grand Central Station and meet you and take you to the ship.

You must come prepared to take dinner with me when you do come.

Trusting this letter finds everything going lovely at the Griffith Studios and you in the best of health.

I am.

In all concerity.

H E VOSBURG.

- CONDENSED REPORT -

M L. Coombs

- D.W. GRIFFITH INCORPORATED STUDIOS -

- MAMARONECK , N.Y. -

R 158

COATS & BURCHARD COMPANY
PUBLIC APPRAISERS AND ENGINEERS
NEW YORK DETROIT CHICAGO
CINCINNATI DALLAS

5/21/20

NEW YORK DETROIT CINCINNATI DALLAS

COATS & BURCHARD COMPANY
PUBLIC APPRAISERS AND ENGINEERS
17 TO 25 WEST ELM STREET
CHICAGO

May Twenty First,
Nineteen Hundred Twenty.

Contract No. 6534.

COUNSELMAN & COMPANY.

112 WEST ADAMS ST.

CHICAGO, ILLINOIS.

Gentlemen:-

Pursuant to your request we have made an Examination of the properties of the D.W. Griffith Incorporated Studios-located at--Mamaroneck, State of New York,and submit the following estimated Condensed report covering the Land, Buildings and Appurtenances and the Equipment based upon prices current as of the date of this report.

	Reproductive Values	Accured Depreciation	Net Sound Values
Land and Land Improvements,	580000.00	.00	580000.00
Buildings and Appurtenances,	850000.00	325000.00	525000.00
Machinery, ...	31000.00	7000.00	24000.00
Tanks	5000.00	500.00	4500.00
Miscellaneous Equipment Viz: Fire Apparatus, Tools, Dining Room Equipment Etc.,.	9800.00	2400.00	7400.00
Furniture and Fixtures . . .	10000.00	2500.00	7500.00
Electrical Equipment and Installation	109000.00	14000.00	95000.00
Still Photographic Equipment	8000.00	2000.00	6000.00
Automobiles, ...	18000.00	4000.00	14000.00
Wagons & Horses.	1500.00	300.00	1200.00
"Props" including Antiques Etc., ...	200000.00	80000.00	120000.00
Scenery	20000.00	5000.00	15000.00
Wardrobes	30000.00	7000.00	23000.00
Projecting Machines.	10000.00	2000.00	8000.00
Portable Electric Equipment	50000.00	10000.00	40000.00
Grand Totals	$1932300.00	$461700.00	$1470600.00

In estimating amounts of depreciation we have made due allowance for wear, tear, obsolescence and such other influences as would cause actual depreciation to the property.

This report has been made in triplicate, the triplicate copy of which has been retained by us together with all original field notes, for your protection only, as future occasion may require.

Respectfully submitted,

COATS & BURCHARD COMPANY,
Public Appraisers & Engineers,

By F. J. Croker
As its Vice President.

May 21, 1920

Mr. Chet Withey,

Studio.

Dear Sir:

Confirming our conversation of May 17th, I herewith release you from your contract after the completion of the first picture in which Robert Harron is to be starred.

Very truly yours,

TELEPHONES
MAMARONECK 1190 1191 1192 1193 1194 1195

D. W. GRIFFITH STUDIO
ORIENTA POINT
MAMARONECK, N. Y.

May 21, 1920.

Mr. Albert H. Banzhaf,
2 Rector Street,
New York, N.Y.

Dear Mr. Banzhaf;

I know that Mr. Griffith has not the slightest intention in the world of ever producing that Anspacher play. I will try and get a definite decision from him today and have him send it back.

Very truly yours,

H. C. Carr.

HC/ICR

May 22nd 1920.

Mr. Charles Counselman,

Dear Mr. Counselman:

I have hurriedly typed the two extra pages in order to cover the terms raised in our proposition to you under date of April 15th last, to be inserted in the proposed charter of a Virginia Corporation or any other state which we may finally determine to incorporate.

This enclosed charter with the exception of the extra pages together with the by-laws are the proposed form submitted by the Corporation Trust Company. I have not gone over the by-laws in detail as they can easily be passed upon at any time.

I have just been advised by the office of the Corporation Trust Company that Maryland as passed a new law which will take effect on and after June 1st next, permitting preference as herein proposed to shares of no par value. It would therefore seem that Maryland would be a very good state in which to incorporate as it has followed to a great extent the advantages of the Delaware laws and would have the advantage over Virginia as the annual franchise tax would be $400 in Maryland as against $5100 in Virginia. The initial organization tax in Maryland would be $1700. as against organization tax of Virginia of $600. These figures are based upon the within set up as to issuance of stock.

The laws of Massachusetts also grant preferance to shares with no par value but in that case I believe the original organization tax is very high and I believe the annual franchise tax is proportionately high.

I would appreciate immediate suggestions of your attorney if any, regarding the advisability of Maryland or Virginia and suggestions that he may have as to corrections of the proposed charter and by-laws.

Thanking you for your prompt attention to this matter, I remain

Very truly yours,

P.S. Delivered through courtesy of Mr. Combs.

Plays

May 22nd 1920.

Mr. R.L. Giffen,
c/o Alice Kauser,
1402 Broadway,
New York City.

Dear Mr. Giffen:

I have been advised by Mr. Griffith that he will not be able to produce Dr. Anspacher's play and the scenario department has been instructed to return the same to him at once.

Thanking you for your courtesy in this matter, I remain, with best regards.

Very truly yours,

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Stories

May 22nd 1920.

Mrs. Anita H. Miles,
36 Clark Street,
Brooklyn, N.Y.,

Dear Mrs. Miles:

I beg to acknowledge receipt of your favor of the 11th inst. regarding "The Bow of Orange Ribbon" and Jan Viddeis Wife" for picture purposes. I will be glad to read these stories and if Mr. Griffith or his office can use the same will be glad to take the matter up with you.

Trusting that you are in good health and with best regards, I remain

Very truly yours,

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

O'BRIEN, MALEVINSKY & DRISCOLL
LAW OFFICES
FITZGERALD BLDG. TIMES SQUARE
NEW YORK CITY

IN-RE

May 22nd
1920

Mr. Albert H.T. Banzhaf
2 Rector Street
New York City

My dear Mr. Banzhaf:

Enclosed is copy of letter from Mr. Hoover together with copy of my reply.

Mr. Hoover's position is most astounding to me. It means this, as I read his criticisms of the contract, that Mr. McAdoo is to have an interest in the profits without assuming any of the obligations, and that the excess over $350,000. that the picture costs, has got to be paid by somebody but not Mr. McAdoo.

Just as soon as I return from Chicago, I will get in touch with you and Mr. Burkan, because this matter is too important to leave unsettled.

Yours sincerely,

Dennis F. O'Brien

DFO'B/IC

(Enc)

May 22nd,
1 9 2 0

Mr. Loring R. Hoover
c/o McAdoo, Cotton & Franklin
120 Broadway
New York City

Dear Mr. Hoover:

Answering your favor of this moment in regard to the "ROMANCE" contract, I desire to state that I dictated the contract from memory. I was not present at the meeting of January 20th, as I recollect I left for California on the 17th day of January.

What I intended to set forth in the contract, (and I believe the United Artists Corporation is entitled to the same) is that it should receive all moneys earned by the picture until the moneys due it that have been loaned to the enterprise are fully repaid. Already there is a negotiation pending for the sale of the pictures abroad, and I should insist upon any moneys received therefrom being paid to the United Artists Corporation, which, in turn, will pay those moneys to the Central Union Trust Company to liquidate the indebtedness. As you know, Mr. Price has already paid $100,000. to the Central Union Trust Co. on account of the note, and that check was taken from the moneys that had not been received by the United Artists Corporation on account of the distribution of "ROMANCE". This should not

have been done. I had the copy of contract between Mr. Griffith and Mr. and Mrs. Sidney in front of me when I dictated the draft which I sent you. I have also sent a copy of that draft to Mr. Burkan and Mr. Banzhaf in the same manner as I did to you, so that I could gather from all of you your suggestions pertaining to the contract. There is one thing certain that those interested in the picture have got to pay for it.

I didn't understand that there was any limitation placed upon the cost of the picture, but an estimate was given that it would not cost over $350,000. It will cost approximately $400,000. At the present time Mr. Abrams and Mr. Beach are going over the items as furnished by Mr. Griffith and check up those items that will have a future value for Mr. Griffith, such as lumber, etc.

I can't reconcile your statement that there is no understanding that the individual should pay the corporation money. If the picture does not earn its cost, which seems unlikely, the moneys loaned to the enterprise by the corporation have got to be repaid; otherwise, we have partners in an enterprise who seek to profit out of it and don't seek to bear their share of the obligations or investment of the enterprise.

I have previously explained my position relative to the foreign rights, and that is, that moneys derived therefrom must be paid to the United Artists Corporation to repay it on account of moneys advanced.

Relative to fourth paragraph, I copied the provisions from the contract between Mr. Griffith and Miss Keane as follows:

> "The expense of such distributing agency, however, shall in no case exceed 25% of the gross receipts in the United States, and 50% of the gross receipts in the rest of the world, where the exploitation is through distributing agents."

There is no thought in my mind in any way to have the United Artists Corporation benefit from the distribution of the picture in foreign territory, except to get back the moneys it has paid. Your contention about owners not being obligated beyond the sum of $350,000., is certainly unfair. Who is to pay the excess of cost of the picture over $350,000?

A mistake was made in the numbering of paragraphs, and the sixth should have been fifth.

I don't understand your objection to paragraph "Fifth". The corporation should certainly hold the copyright until it has been repaid moneys it has advanced, and it is protection to your client as much to our clients that this should happen. At the present time the copyright stands in the name of Mr. Gray, who has absolutely no interest in the proposition. This contract ought to have been drawn last January.

I am leaving for Chicago tomorrow and will be back by Wednesday, and shall arrange promptly for a conference between Mr. Burkan, Mr. Banzhaf and yourself so that we could get this matter out of the way.

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

DFO'B/IC

WESTCHESTER LIGHTING COMPANY

Studio misc.

OFFICE OF
CHIEF ELECTRICAL ENGINEER

REPLY TO LETTER OF

REFERRING TO

MOUNT VERNON, N. Y., May 22-1920.

Mr. A. H. Banzaf,
Banzhaf and Pembleton,
2 Rector Street,
New York City.

Dear Sir:

I have occasion to visit the Studio at Orienta Point from time to time and quite often have occasion to get in when it seems quite embarrassing on account of no one on the ground at that particular time knowing me, which thus means that I have to make myself known to different parties from time to time.

Will you, therefore, please issue me a pass for myself and party to enter the studio or power house at any time?

Thanking you, I am,

Yours very truly,

W. C. Fisher.

Chief Elecl. Engr.

WCF:CWT.

D. W. Griffith Productions

INTER-OFFICE MESSAGE

To _____ Date 5/24/20

From _____ Time _____

Reply to _____

Paid in full 12/24/20

Received of J. J. Cheney the sum of $1300 —
to be repaid in Weekly instalments of $50. — beginning
with Week ending July 3rd 1920

Richard Barthelmess.

Please make all replies on back of this memorandum.

THE CORPORATION TRUST COMPANY

KENNETH K. McLAREN — PRESIDENT
RAYMOND NEWMAN — VICE PRESIDENT
HORACE S. GOULD — VICE PRES. & SECY.
R. STAFFORD MANTZ — TREASURER
NORMAN H. McLAREN — ASST. TREASURER

TRUST AND TRANSFER DEPARTMENT

THOMAS F. BARRETT — TRUST OFFICER
TRACY S. BUCKINGHAM — ASST. TRUST OFFICER
JAMES A. BLAKELY — ASST. TRUST OFFICER

ORGANIZATION DEPARTMENT

JOHN J. JANSEN, JR. — ASST. SECRETARY
HARLAN S. PERRIGO — ASST. SECRETARY

INCOME TAX DEPARTMENT

WILLIAM P. POWELL — ASST. SECRETARY
J. L. SCHLICHTING — ASST. SECRETARY

JOHN H. SEARS — ATTORNEY

THIRTY SEVEN WALL STREET

NEW YORK

THE CORPORATION TRUST COMPANY AND AFFILIATED COMPANIES

AFFILIATED WITH
THE CORPORATION TRUST COMPANY
SYSTEM
ORGANIZED 1892
15 EXCHANGE PLACE
JERSEY CITY, N.J.

CHICAGO
PHILADELPHIA
PORTLAND
ST. LOUIS
WILMINGTON
WASHINGTON
PITTSBURGH

BOSTON
CORPORATION REGISTRATION CO.

LOS ANGELES
THE CORPORATION COMPANY

May 24th, 1920.

Albert H.T. Banzhaf, Esq.
2 Rector Street,
New York City.

Dear Sir:-

Confirming our telephone conversation of last Saturday, section 34 A of the Corporation Laws of Maryland relating to Non-Par Value shares has been amended to permit the issuance of one or more classes of such shares with such preferences, voting powers, restrictions, etc as may be stated in the Certificate of Incorporation. Non-Par Value shares may be created, subject to redemption. This law goes into effect June 1st, 1920.

Section 27 of the Massachusetts Corporation Law regarding Classes of Stock has been amended to provide that a corporation may "create shares of stock with or without par value and may create two or more classes of stock with such preferences, voting powers, restrictions and qualifications thereof as shall be fixed in said agreement or articles or in such amendment. Subject to any provisions so fixed, every share without par value shall be equal to every other such share!

We have no copies of these bills available at the present time, but will be pleased to send them to you when we receive a supply of them.

The organization taxes of a corporation with a capitalization of 500,000 shares non par value under the laws of Massachusetts are as follows:

Organization Tax	$25,000
Miscellaneous State Fees, about	4.00

A new method of taxing both domestic and foreign corporations became effective January 1, 1920 under chapter 355 of the laws of 1919 in place of annual taxes imposed prior to January 1, 1920.

The basis and manner of estimating the taxes under this Act are both new and complicated.

The tax is based both on "corporate excess" and "net income". "Corporate excess" in case of a domestic corporation means the amount remaining of the fair cash value of all the shares of stock on April 1, after subtracting therefrom the values of the following: its real property in Massachusetts subject to local taxation, its real and tangible personal property outside of Massachusetts, its tax-exempt securities and such proportion of its cash accounts and bills receivable, including notes, as may be attributable to offices outside of Massachusetts.

"Corporate Excess" within the State in case of a foreign corporation means the amount remaining of SUCH PROPORTION of the value of its issued capital stock as its assets, employed in Massachusetts bear to its total assets after substracting therefrom the value of the following: its real estate in the State subject to local taxation and the value of its tax-exempt securities held in Massachusetts. (Bank deposits in other states employed partly in business in Massachusetts may be included by the Tax Commissioner in determining the proportion of assets employed in Massachusetts).

"Net Income" of either a domestic or foreign corporation means its net income as reported in its last prior Federal Income Tax Return after deducting therefrom all interest upon obligations of the United States, dividends received from domestic corporations and dividends received from corporations, associations, etc., which would be exempt if received by a resident individual.

The rate of tax is the sum of the following:

(1) $5.00 per thousand - upon the value of its corporate excess if a domestic corporation - or upon the value of the corporate excess employed by it within the State if a foreign corporation.

(2) 2 1/2% of that part of its net income which (whether a domestic or a foreign corporation) is derived from business carried on within the State.

The proportion of net income derived from business in Massachusetts is ascertained as follows: INTEREST AND DIVIDENDS, which would be taxable if received by a resident individual, and GAINS REALIZED FROM THE SALE OF CAPITAL ASSETS if such assets consist of real estate or tangible personal property in Massachusetts and also - in the case of a domestic corporation - if such assets consist of tangible property, are taxable income.

The remainder of net income is divided into three parts, a a fraction of each third being attributable to business in Massachusetts one third according to the proportion of the value of its tangible property assignable to Massachusetts, another third according to the proportion of expenses for compensation to employees

assignable to Massachusetts and the remaining third according to the proportion of its gross receipts assignable to Massachusetts.

Shares of capital stock of domestic corporations, and tangible personal property of either domestic or foreign corporations, other than machinery used in manufacturing, are exempt from local taxation.

A return must be made to the Tax Commissioner within ten days after April 1, which return is used in assessing the tax.

As soon as may be after the first Monday in August the Tax Commissioner shall give notice to the treasurer of each corporation of the amount of the tax and of the date upon which it is payable and of the time within which the corporation may apply for a correction.

The tax is payable to the Treasurer and Receiver General.

Printed forms for making the return may be obtained from the Tax Commissioner.

If there is any further information you desire in this matter, please do not hesitate to call upon us.

Very truly yours,

THE CORPORATION TRUST COMPANY.

W. S. Perrigo

CBMcB:LC. Assistant Secretary.

May 25th 1920.

Griffith Studio,

Mamaroneck, New York. Attention of Mr. Bush.

Dear Mr. Bush:

Please admit the bearer, Mr.W.C. Fisher, Chief Electrical Engineer of the Westchester Lighting Company, and party to the Studio stage and premises, as he is the representative of the Westchester Lighting Company, and oblige

Very truly yours,

P.S. This letter is to be retained by Mr. Fisher for future business trips.

AHTB/GD A.H.T.B.

MUSEUM OF MODERN ART FILM LIBRARY

Studio. misc

May 25th 1920.

Mr. W. C. Fisher,
Chief Electrical Engineer,
Westchester Lighting Co.,
Mt. Vernon, New York.

Dear Mr. Fisher:

In reply to your favor of the 22nd inst. I enclose herewith letter addressed to the Griffith Studio, which will pass you and your party into the Studio at any time. I trust that you will limit your party more or less to bussines employes, as you will readily appreciate we have to keep the studio free from what is commonly known as "sight-seers".

With kindest regards, I remain

Very truly yours,

AHTB/D
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Gamiest Girl

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

New York Offices
Fifth Avenue and 43rd St.
Cable Address: "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Member of Federal Reserve System

Cable Address: "Fidelitas"

Foreign Offices
Cable Address: "Garritus"

London Paris
Liverpool Havre
Brussels

New York, May 25, 1920.

In replying please refer to number 195

James D. Hurd
Assistant Secretary

The United Artists Corporation,
729 - 7th Avenue,
New York City.

Attention of Mr. Banzhaf.

Dear Mr. Banzhaf:

On investigation, I find that a special vault is required for the storage of moving picture negatives and that therefore we feel that we cannot retain the negative of "The Gamiest Girl" in our vaults. Will you please therefore make arrangements to have the film removed on Tuesday morning and in place thereof give us a Trusr Receipt for the same. I am sorry that Mr. Griffith has been to the inconvenience of sending this down but you will understand how we feel about anything inflammable in the vaults.

Believe me,

Very truly yours,

Mr Manning

JAMES D. HURD

Assistant Secretary.

per D. L. Smith -
Secy. to Mr. Hurd.

Gaiety Girl

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

New York Offices
Fifth Avenue and 43rd St.
Cable Address: "Notromco"
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Member of Federal Reserve System

Cable Address: "Fidelitas"

Foreign Offices
Cable Address: "Garritus"

London Paris
Liverpool Havre
Brussels

New York, May 25, 1920.

In replying please refer to number 58-152-2

G.T. Scherzinger
Assistant Treasurer

Albert K. Banzhof, Esq.,
2 Rector Street,
New York City.

Dear Sir:

In accordance with the arrangements made to withdraw the eight cases of negatives of "The Gamiest Girl," we enclose herewith two trust receipts for execution. We would appreciate it if you would personally execute one on behalf of Mr. Griffith and then forward the other to Mr. Griffith for his personal signature, on receipt of which we will release the one executed by you.

Appreciating your cooperation in this matter, we are

Yours very truly,

G.T. Scherzinger

Assistant Treasurer.

Enclosure

P.S. As the United Artists Corporation guarantees the loan, the trust receipt should also be signed by them.

Law School of Harvard University,

Cambridge, Mass.

25 May 1920

Mr. D. W. Griffith,

Hollywood, Cal.

Dear Sir:

Mr. Robert Goldstein, who has been convicted under the Espionage Act for the film "The spirit of '76", has written to me with reference to obtaining a pardon. I have been engaged for some time in a legal study of the operation of the Espionage Act. Many of the sentences imposed were long and now that the war is over, pardons will probably be given in cases of mitigating circumstances. Mr. Goldstein informs me that he formerly worked for you. I should very much appreciate it if you would give me a confidential opinion of his character with reference to this particular question. Is he the sort of person who would deliberately produce anti-British scenes in order to embarrass this country in the prosecution of the war? Or can I safely credit his own statement that these scenes were an incidental part of the production which were not used with any design of affecting the war? Any opinion that you may care to give me will be very much appreciated.

Yours very truly,

Z. Chafee Jr.

Professor of Law

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Fort
Jacobs Bay
Ky
Holy Golden Farm
Grandmother
Mr Morgenthau Jr's
Farm

STANDARD FILM COMPANY, LIMITED.

7, GRACECHURCH STREET,

LONDON, E.C.3.

25th May, 1920.

D.W.Griffiths, Esq.,
Mamarenick Studios,
Mamarenick
P.O. Box 152,
New York. U.S.A.

Dear Mr. Griffiths,

Lord Beaverbrook has just shown me your recent correspondence and, in particular, his letter to you of April 21st.

I should very much welcome any arrangement by which Pathé's could exploit your pictures in the United Kingdom and also those of the United Artistes.

I might mention that the Standard Film Company is a holding Company: its assets consist largely of a very big stock holding in the Provincial Cinematograph Theatres and also in Pathé's. From this you will see that Pathé's are in a better position than anyone else to handle your pictures in the United Kingdom. I shall be very glad to hear from you what can be done.

I wrote you at Lambs Club when I was in Canada about a year ago, but, unfortunately, the letter did not reach you and was returned to me.

I take it that things at Mamarenick are a bit quieter than the old German lines on the Poel Cappelle Road. Do you remember how the Assistant Provost Marshal found urgent business at the rear?

Hoping to see you soon and with kindest regards,

Yours faithfully,

A. P. Watt

CHAIRMAN.

David W Griffith Corp.

THE EQUITABLE TRUST COMPANY OF NEW YORK

37 Wall Street.

New York Branches
222 Broadway
Madison Ave. at 45th St.

Member of the Federal Reserve System.

Foreign Branches
London: 3 King William Street, E.C.4
Paris: 23 Rue de la Paix

Banking
Department

New York, May 26, 1920.

David W. Griffith Corporation,
2 Rector Street,
New York, N. Y.

Dear Sirs:

Several months ago we called your attention to the small balance of $74.01 which appears on our books to your credit.

Can you increase this amount in order to receive the benefit of the interest we allow on balances of $1,000 and over, or is it your wish that we consider this a dormant account which we can carry on our inactive ledger, thereby obviating the necessity of carrying forward this balance each day?

The courtesy of an early reply will be sincerely appreciated.

Very truly yours,

T. Armstrong
Assistant Treasurer

TA:VH

Studio misc

WESTCHESTER LIGHTING COMPANY

OFFICE OF
CHIEF ELECTRICAL ENGINEER

REPLY TO LETTER OF May 25/20

REFERRING TO

MOUNT VERNON, N. Y., May 26, 1920

Mr. Albert H. T. Banzhaf
Banzhaf & Pembleton,
2 Rector Street,
New York, N. Y.

Dear Sir:-

I desire to acknowledge receipt of your letter of May 25th enclosing pass to Griffith's Studio at Mamaroneck for which please accept my thanks.

Yours very truly,

W. O. Lichtenberger

Chief Elecl. Engr.

CWT CEC

THE FIRST NATIONAL EXHIBITORS' CIRCUIT, INC.

GENERAL OFFICES 6 AND 8 WEST 48TH STREET, NEW YORK

OFFICE OF MANAGER

May 27th, 1920.

Mr. Albert L. Grey,
c/o D. W. Griffith Productions,
Longacre Building,
New York City.

Dear Sir:-

Do not think because you have not received from us the assignment of the Griffith insurance policy that we are neglecting it. The delay has been caused on account of our waiting to receive the proper form from the Insurance Company. The local Insurance Company has been awaiting the arrival of these forms from its home office, and when received by us will be duly executed and sent on to you.

Yours very truly,

E. B. Johnson

EBJ/KM

Form 2875

WESTERN UNION

ANGLO-AMERICAN DIRECT UNITED STATES CABLEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Romance

Received at 16 BROAD STREET, NEW YORK

K 810 CS

1920 MAY 28 PM 10 41

LONDON B689/28 18

D W GRIFFETH C/O BANZHAF

2551 28

2 RECTOR ST NYK

MANY THANKS FOR CABLE DELIGHTED

DORIS KEANE BASSL

SYDNEY

May 28th 1920.

The Equitable Trust Company of N.Y.,
37 Wall Street,
New York City.

Att: Thomas E. Armstrong,
Assistant Treasurer.

Dear Sir:

In reply to your favor of the 26th inst. addressed to David W. Griffith Corporation, I beg to advise that the undersigned is the Treasurer of said Corporation and respectfully request that you consider this companies account as dormant, thereby obviating the necessity of carrying forward this balance each day.

Thanking you for your courtesies in this matter, I remain

Very truly yours,

DAVID W. GRIFFITH CORPORATION

AHTB:MD

_____
Treasurer.

D.W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. Griffith Productions

INTER-OFFICE MESSAGE

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

To _____ Date 5/29/20

From _____ Time _____

Reply to _____

On Demand I promise to Pay to D W Griffith
Fifty $^{00}_{xx}$ for Value received.

Alice D G Miller

Prod..... a/c No.... Vo. No.....

Account: Sal & Rec Employees

Checked:..... Paid by Check .....

O. K.....

Please make all replies on back of this memorandum.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Walter W. Irwin,
1 West 85th Street
New York City

May 30, 1920

D. W. Griffith, Esq.,
Hotel Claridge,
New York City.

Dear Mr. Griffith:

As you are probably aware I have resigned as Vice President of Famous Players-Lasky Corporation.

I would like very much to have a short conference with you at your convenience, concerning two matters of importance, the first having to do with business, and the second pertaining to a great story which I have caused to be written by a very capable and well known author; which contains, in my judgment, more money making assets than any story or play ever produced, and which I purpose to produce myself, unless you will take it and produce it and put it out in your name.

In other words, you are the only

man in the industry to whom I will sacrifice the asset to myself of not myself producing it, but this I will do because I know how great will be the financial result if you will put your genius back of the production and I lay out the sales campaign for your sales organization to execute.

Will you kindly have your secretary phone my office, 3420 Murray Hill, or my residence, 8500 Schuyler, as to when I may confer with you.

Pardon this letter from my home on Sunday, but I only arrived at the above conclusion this morning, and I am anxious to see you at your earliest convenience.

With regards, I am

Sincerely,

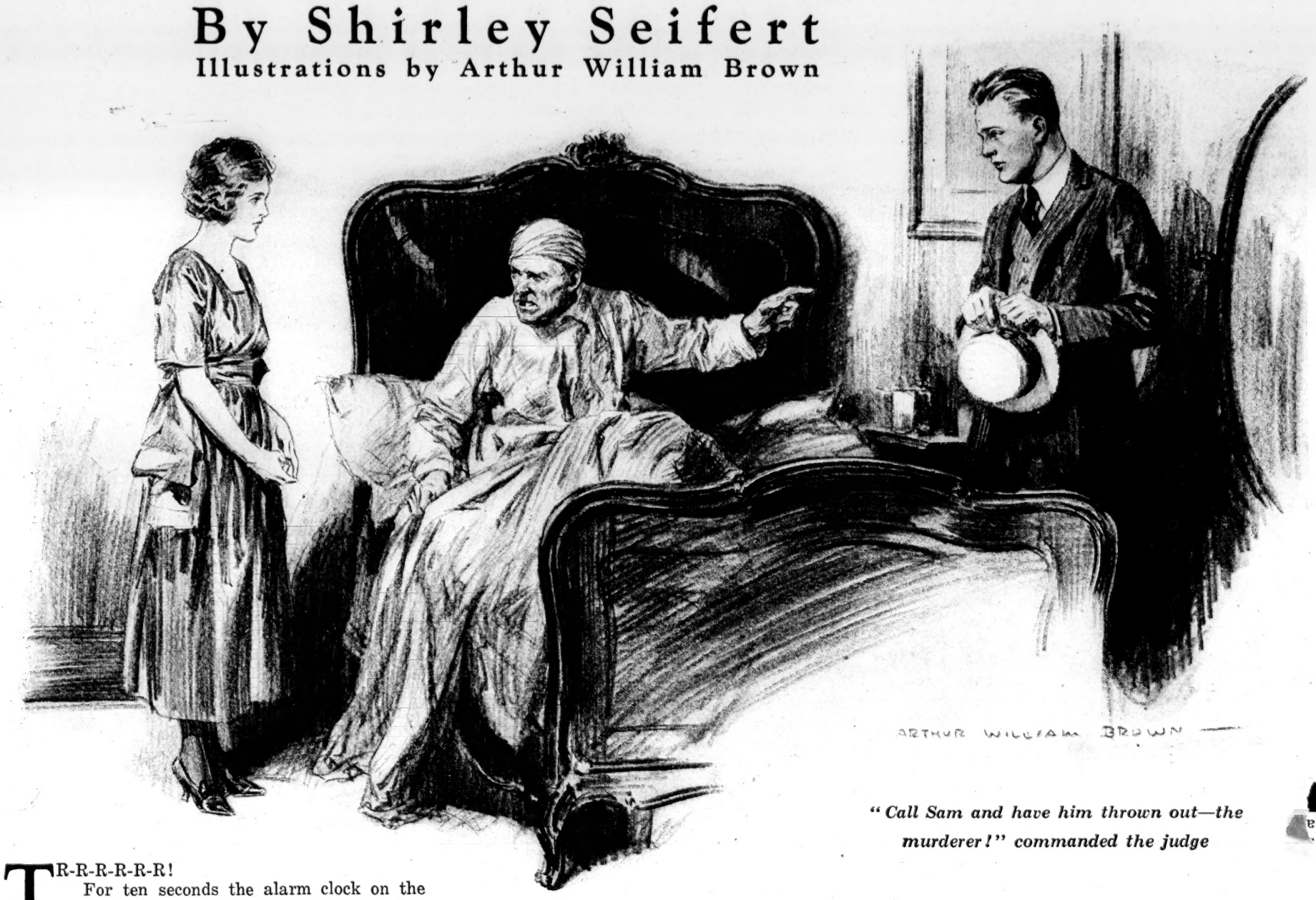
J. D. Barbour

Muslims:

P. Gadsby—Venturer

By Shirley Seifert

Illustrations by Arthur William Brown



"Call Sam and have him thrown out—the murderer!" commanded the judge

TR-R-R-R-R-R!

For ten seconds the alarm clock on the stand at Percival Gadsby's bedside called to him. Percy stirred, rolled over, and snored on. He dreamed he was on a lake steamer, passing under a Milwaukee bridge.

Tr-r-r-r-r-r-r-r-r-r!

The second summons revived the sleeper's consciousness. He lifted lazy, protesting eyelids and closed them quickly with a shiver of disgust. This was the fourteenth consecutive morning he had opened his eyes on surroundings of this type—or worse: soiled, coarse lace curtains, cracked green window shades, dingy, hideous wall-paper, stained carpet, battered chairs, an iron bed with most of its skin off. In this hotel room a basin with running water replaced the usual stand with its bowl and big pitcher and little pitcher and tooth-brush holder. Otherwise——

Percy thought with bitter remorse of the home he'd left behind—the softened light behind drawn shades of a morning, the heavy mahogany dresser, his lazy chair and his reading light, the tiled bath opening off his room. Here, if he wanted a plunge, he would travel all the length of a public corridor and then travel back bathless, no doubt, because the plumbing wouldn't work. Oh Lord, what was he doing here? Why didn't he chuck that sample case full of Pyrotex Cleanable Collars, assorted styles, into the waste bin and go home?

With a heavy groan, Percy reminded himself that he couldn't go home. It wasn't possible to go home unless you had a home; and Percival Gadsby, who three weeks earlier had owned both a city and country estate, was a homeless wanderer. That was Doris Hargrave's doing.

"The trouble with you, Percy," she had told him, "is that you are too comfortable. Like other rich young men, you have never had to work for anything you have. If you were thrown out into the world without a penny to your name, and forced to toil, you would be somebody. As it is, you will live and die in idle sloth. If you could just bring yourself to give up all your luxuries and start out to make your way—if you could only burn all bridges behind you——"

"Listen to Dot gush!" her kid brother would have said; but Percival, not meaning to let a little wealth stand between him and Doris, asked how could it be done.

As a result of their plotting, the Anti-Tuberculosis Society of Percy's native city found itself possessed of a five-year lease on a model country estate and the income for five years emanating from a block of city buildings and a block of city stock. For five years Percy was to go on his own, seeking no help from friends, relying absolutely on his native abilities. At the end of that time, he was privileged to return to his property, it being understood that if he had accumulated wealth in the meantime, he would make some handsome permanent gift to the Society.

Only the combination of advanced theory, rare feminine beauty and an absurd streak of masculine sentiment could have produced this result. Percy's lawyer tried to have him put into a sanatorium; but Percy, trembling a little in his secret soul, went his mad way.

"I would go through anything to make myself the least bit worthy of you, Doris," he said humbly.

"Don't put it that way, Percy," reproved Doris. "It is to vindicate your manhood. I think you are perfectly wonderful!"

When he pressed her for a promise to wait just five years until he should make good, and to be loyal to his memory, she shook her beautiful head.

"No, Percy," she said. "You must have no ties to your past. You may write to me now and then, and I will answer your letters occasionally; but you must not come back here until you have made good. Good-by, and the best of luck!"

Something of Percival's high crusader spirit went by the board the first week, while he hunted a job. Percy was fat and lazy and looked lazier than he was. His sleek black hair, his round pink cheeks, the total eclipse of his chin's contour, his delicate, well-groomed hands kept men from putting faith in him. Finally, the sales manager of the Pyrotex Cleanable Collar Company had the happy idea that a plump salesman like Percy, demonstrating the unwilting quality of Pyrotex collars would boost returns.

Tr-r-r-r-r-r-r-r-r-r-r-r!

Percy had bought the alarm clock only two days before, when his host had given up trying to wake him and let him sleep till noon. In a culmination of outrage and disgust he now hurled the hateful thing out into the street. But to do that, he had to sit up. Sitting up reminded him that he was hungry, so he began to dress. Presently he discovered that he could tighten his belt to the next hole. Percy smiled his first happy smile.

"Falling off, by Jove!" He began to cheer up. Prospects weren't so bad, after all. Following a succession of stops where collars of any species were in the discard, and soft shirts and overalls the vogue, he was here at last in Denton, a town of 20,000 inhabitants. He would sell here. There would be a commission earned instead of a stinging goad from headquarters. There——

A violent knocking on the door jarred his revery.

"Yes?" he called.

Rude hands thrust the door open. The proprietor of the hotel, followed by a man with a marshal's star on his coat, plunged into the room.

"Say, look here, young man!" cried the proprietor. "What do you mean by throwing things out of the window, killing people and spoiling the name of my house? You get out of here!"

The landlord's whiskers stood out straight in front of him, his eyes popped. Percy appealed to the marshal as the saner of the two.

"I reckon I'll have to take you in," said the marshal. "An alarm clock thrown from this window struck Judge Hughes, one of our leading citizens, on the head and laid him out. There'll be explanations to make, so I'll have to take you in."

"Anyway, you've got to get out of here," fumed the proprietor. "I won't have you around. The street's jammed full of people now, staring and pointing."

It flashed across Percy's troubled mind that the hotel was getting much of the latest model of publicity, but he made no effort at repartee.

"All right," he said with resignation. "Just let me get my things together."

Breakfastless, with a suitcase of samples and a suitcase of clothes, Percival Gadsby allowed himself to be led through a hissing, hooting, curious crowd to the town jail. There he found another interesting study in interior decorating while he waited for his case to be settled.

It developed that Judge Hughes had not been hurt so seriously as had been feared. The clock had struck him a glancing blow on the side of the head, knocking him unconscious. Barring the cut, and a headache which would keep him in bed for some days, he was all right. Still, as the justice informed Percival and witnesses, the blow might have been fatal. So he let the defendant off with a light fine for criminal carelessness.

Percy, counting the loose change remaining in his pockets, reflected that a heavier fine would have meant the rockpile. He was broke. With a better record behind him, he could have wired the company for funds; but on the strength of no sales since the beginning, the telegram would be wasted.

He turned down Main Street and entered a haberdasher's store. Two minutes later he emerged. He tried a general department store and came out almost simultaneously with his entrance. He zigzagged down that street and the other streets of the business section. He brought up again at the jail, as profitless and saleless as ever, and down to rock-bottom in his self-esteem. That which he had begun dimly to suspect others had told him in definite words. He was a good-for-nothing, lazy idler and a reckless vagabond, a menace to society, and so far as Denton opinion went, a notorious outcast. Buy from a man who had almost murdered Judge Hughes! Never!

Percival backed up against the jail wall. They had even turned him out of there! As he mopped his perspiring brow and cast about for the next suggestion, he noticed the three-story brick building over the way. "STATE SENTINEL," read the sign on the door, "Leading Political Organ for the County and the North Half of the State!"

A newspaper! Why hadn't he thought of that sooner? He had studied, as much as Percival ever studied anything, journalism at his university. He had written for the college daily and edited it during his last semester. He picked up his grips and started over.

Up the wooden stairs, past the noise of presses and linotype machines, clear to the third floor he mounted. He refused to stop at ordinary desks. He was hunting the boss; and the boss, he supposed, would be installed in an office as he knew offices. At last he entered, by way of a door, a small room where a wild man fumed and tore at papers in wire baskets.

"Job?" hissed the man, glaring over at the perspiring Percival. "Why come to me? Because every doggoned thing in town is dumped on me? I see. Why didn't someone out there stop you?"

"It was my fault," apologized Percival. "I thought I should go directly to the head."

"Well, keep on going," advised the man. "I'm not it. I couldn't hire an office boy without the owner's permission. Lord knows we need more men here. They don't stay very long when they come. But you'll have to see the owner."

"Who is the owner?" asked Percival.

"Judge Hughes. First house on the main road, one mile north of town. Doubt if you can see him. Got hit on the head this morning."

A half hour later Percival Gadsby sat on the edge of a bridge spanning the river that skirted Denton on the north and reflected on the fascinating swiftness of the current. Slowly and thoughtfully Percy was pushing his sample case over the brink. It toppled and lurched forward. Percy made an instinctive grab for it, but missed, and the hateful thing plunged to speedy oblivion. This was not according to business ethics, but it was the first bridge to his past that Percival had burned with any real joy.

"Doggoned easy to talk about," he soliloquized. "Doggoned easy to prescribe for some other poor fool, but it doesn't work out according to specifications. As far as I can see, I've either got to break my contract or starve."

It was the first disloyalty to Doris that Percival had breathed. But he was in a justifiable state of despondency and for the moment had the idea of following his sample case. Then the whimsical notion hit him that a more exciting form of suicide would be to ask Judge Hughes for a job on his newspaper. Besides, if Judge Hughes didn't know his name, he might get the job. It was Percy's ever-blooming optimism that had made the sacrifice of his patrimony possible.

He made his way to the judge's bedside on the plea that the managing editor of the *Sentinel* had sent him. The managing editor would like this young man on the *Sentinel* staff with Judge Hughes's recommendation, and he needed him immediately.

"Nice time to bother me!" snorted the judge. The bandage on his head, above his flashing eyes, made him look a ferocious bandit. "What's your name?"

"Percival Gadsby."

"P-p-p—G-g-g-g-! How dare you, sir? How dare you come to my house, to my bedside?"

From the congested purple of the old man's face it was evident Percy's name had been given to him. All the picture needed was a knife between the judge's teeth.

"I am sorry," said Percy. "It was quite unintentional."

"Hurling heavy missiles from the third story into a street full of women and innocent babes!"

"Hardly, at that hour," deprecated Percy.

"And honest, worthy citizens up and about their business."

"I—I was in trouble."

"Is that any excuse for committing murder?"

"I was so relieved to find your injury was not serious."

"Not serious! Not ser—G-g-g-g."

The judge gurgled and choked. Percy picked up a glass of water from a table. The judge hurled it across the room. At the crash of the splintering glass a patter of feet was heard in the hall and into the room darted an imp of a girl. She was an imp for all she was grown-up—sun-brown of skin, with curling, boyish hair, mischievous, sparkling blue eyes. She was almost tiny, and so round and perfectly built that—well, imp was what Percy thought her and what he afterwards dared to call her.

"Why, daddy!" she exclaimed. "What a way to behave!"

The judge struggled for speech.

"Throw him out!" he spurted, pointing at the abashed Percival.

The Imp's eyes twinkled at Percy.

"Call Sam and have him thrown out—the murderer!" commanded the judge.

"Murderer, daddy?" questioned the Imp. Percy looked what he was—an embarrassed, well-dressed young man.

"Murderer, I said," repeated the judge. "He threw that clock at me this morning. Call Sam."

"Don't bother Sam," said Percy. "I will go."

"Anna!" called the judge, as the Imp followed Percival, "don't go anywhere near that fellow!"

"No, daddy," said the Imp. "I just wanted to be sure he found the door."

On the front porch she detained Percy without difficulty. He was in no hurry to go—nowhere.

"You mustn't mind daddy," she told him. "That's just his way; and, of course, you did make him mad by coming out here. Why did you do it?"

"I wanted a job on his paper," said Percy. "They told me I'd have to ask him for it."

"Oh!" gasped the Imp. A well-dressed murderer in need of a job!

"It's a long hot walk out from town," she said suddenly. "You must be thirsty. Let me get you something to drink."

"If you won't get into trouble for it."

"Pooh!"

She brought him a tall glass of cold milk and a plate of fresh-baked muffins. Percy dropped into a rocker and fell to devouring them.

"Haven't you had anything to eat today?" asked the Imp.

Percy shook his head.

"Mercy!"

"Mercy! What an appetite!"

The Imp pulled the muffins out of his hands and ran back to the kitchen. When she returned she carried two full-sized ham sandwiches and a pitcher of milk for reinforcements. Percival ate one whole sandwich with unswerving attention. Then he looked up and found the Imp perched on the railing regarding him with speculative, dancing eyes.

"Mercy! What an appetite!"

"I beg your pardon," apologized Percy. "I have been very greedy and rude. I was frightfully hungry."

"So I noticed," laughed the Imp. "Go on and finish. I like to watch you."

"Now," she said, when the second sandwich and the third glass of milk had gone down to a slow finish, "wouldn't you like to tell me all about it? Please, don't think I am curious. I am, of course, because I never see many people except those I've known all my life.

(Continued on page 80)

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P. Gadsby—Venturer

(Continued from page 24)

But, besides that, I am quite a schemer. I might help you."

Percy felt a sudden yearning to confide. He told her about Doris, his sacrifice, the collar fiasco, the accident, the newspaper episode.

"She must be very beautiful, of course," interrupted the Imp, "to make you act like that. You must think a lot of her."

A frown had settled between her laughing eyes.

"I did," said Percy, "I mean, I do. Of course, since then I have thought that maybe I was a darn fool."

"You were," conceded the Imp without hesitation, "an awful darn fool. You could have gone after a job just the same without giving everything away."

"But the idea was that I wouldn't stick," explained Percival, "and I wouldn't, you know."

"No," said the Imp, "maybe not. Anyhow, the thing's done and we'll have to make the best of it. I think I know what you can do."

"What?"

"Mr. McAllister needs harvest hands badly."

Percy studied his carefully kept nails and unblemished hands.

"I know it's hard work," said the Imp, "but that's what you need."

"Is the McAllister farm near yours?" asked Percival.

"Yes, it borders on ours."

"Miss Hughes," Percival said, "could I see you occasionally?"

"Why," said the Imp, surprised, "I suppose so. Only daddy will be up in a day or two and it wouldn't be safe. Besides, you'll be too tired to remember me when the day is done."

Something told Percy that the Imp would remain in a man's mind.

"If I could just see you now and then."

She led him to the porch steps.

"You see that tall hedge off yonder? There's a dirt road behind that. Nobody uses it much. Sunday I'll be driving past there about seven o'clock; and if you are still alive, you can come tell me about everything."

"Anna!"

Once before Percy had thought he heard the judge calling.

"Now, you are in for it," he said to the Imp.

"Who, me?" laughed the Imp gaily. "You don't know daddy. He's always thundering, but the lightning never strikes. And I am his onliest."

"Anna!"

"Still, I think you'd better

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go," she said quickly. "Good-by."

"So long!" said Percival.

On the appointed Sunday evening, as Anna Hughes drove her two-passenger flivver to the rendezvous, a stoutish young man in an odd assortment of clothes limped painfully over a stile.

"I split the silk ones," he apologized for his faded blue shirt, but offered no explanation for his battered hat.

"It gets me in the back," he confided to the Imp, gravely regarding him.

"Climb in," invited the Imp.

"Ouch!" groaned Percy in the process of accepting.

"You're thinner already," observed the Imp.

"No wonder! Work like a mule and never get enough to eat."

"Any blisters?"

"Both kinds. Sun and friction. Guess you've noticed my face; but take a look at my hands."

The Imp could not restrain an exclamation of pity.

"But they'll turn callous soon," she comforted, lightly touching the puffy palms.

"Sure?"

"Sure as anything. See mine?"

Stopping the car, she turned her brown little palms upward on the wheel. On an impulse, Percival seized the right one and gripped it hard.

"Good little old Imp!" he said.

The Imp stared in amazement.

"That my name?" she asked.

"Yep."

"All right, then, Chubby."

"That mine?"

"Yep."

Percival's brown eyes gave front place to the humor always shining in their depths.

"I don't suppose Doris has any callouses on her hands," remarked the Imp when they had come back to the hedge.

"Doris? I should say not," said Percival emphatically. "She has the loveliest, whitest, softest hands in all the world. A fellow would just die to have her lay her fingers on his head."

The Imp, remembering that impulsive, unsentimental grip, made a face at her hands in the dusk. Percival was not noticing. He was considering his own broken nails and blisters.

"Gosh! What would Doris think if she could see me now!"

"I don't know what she would think; but I know what I think," said the Imp—quite snappishly.

"What?"

"I won't tell. Good night." And she was gone.

Thereafter every Sunday night found Percival at the stile—beaming with happiness when the flivver hove in sight, cussing when his vigil went unrewarded. The blisters hardened into callouses, the sunburn baked itself brown, the trousers grew so slack that overalls were an improvement. Finally, one August evening he decked himself in a suit of Denton ready-mades, and waited with a box of candy and a Maltese kitten under his arm, to take his last spin.

"I'll call him Chubby and never, never forget," said the Imp, cuddling the furry mite.

"I won't forget, either," Percival assured her, brown eyes most serious.

"What are you going to do now?"

"I don't know. I'll try the city again. Sometimes I think I'm a darned fool for keeping this up."

"Well, why don't you go back?"

"I don't know." Percival had been asking that for weeks.

"I know," said the Imp. "You can't. I've been thinking about you an awful lot."

"Thank you," murmured Percival; but the Imp would not be sidetracked.

"You don't know yourself," she told him. "You're not the kind that would quit. Now that you have started, you'll play the game, even if you don't get rich or anything. You don't need to make a lot of money if you have it already. But you can get around and know people and things and find some kind of work you like to do. That will make you strong and make you believe in yourself."

"Imp," said P. Gadsby, "do you know, you're an awfully good sport."

"You're a good sport yourself, Chubby, if you only find it out."

"I've an idea," said P. Gadsby later, "that if you just keep thinking about me, all will be well. Maybe, if I leave a picture——"

The Imp did not need the picture, but she took it. It was a likeness of Percival Gadsby at his luxurious worst.

"Hum!" said the Imp. "I had forgotten how fat you were. You ought to have one taken every six months just to see how you improve."

"Improve?" he roared. "Oh, Lord, and I was just thinking how I must keep away from Doris. She'd die in a spasm of horror."

"A-h-h-h!" breathed the Imp. There were tears in her blue eyes as she drove away with her candy and Chubby the second.

In October Percival sat down to his bare little table in his dark little boarding house and wrote a letter to the Imp.

"Landed a job in the Q & N shops. Want to learn about engines. Tried out in a refrigerating plant, but it was too damp and chilly. I have a promise to fire an engine soon. Boss says anybody that can put away food like I can ought to be able to shovel coal. Sending a small package. I wish I could afford more, but money comes slow and hard. Make it up some day.

Yours,
P. Gadsby."

The package contained a white lace collar that would not fit anything the Imp possessed. So she slept on it for a week and then put it carefully away with a sachet pad above and below. Next came a picture of the new Chubby—laughing on the verge of intense sobriety, still a little uncertain of brow and chin. Christmas brought her a red satin box full of chocolates and a set of Kipling. Chubby had taken his first run as fireman. April an express box full of Easter flowers and a very brief note.

"Be at the station Wednesday afternoon when the Golden Limited goes through. Stand as near the Water-tank as possible. W A T C H!

Yours, P. Gadsby."

A BLUE jacketed, blue overalled young man swung down from the rear of the snorting engine. His black cap sat at a perky angle above his smudged, but triumphant face.

"Chubby!" gasped the Imp, decidedly tiny beside the engine. "I don't like it. I'm afraid."

"Pooh!" said Chubby, patting the cab, "she's a nice old thing."

"I don't like it," repeated the Imp.

"But see my muscle," boasted P. Gadsby.

He drew his jumper sleeve tight about his upper arm and flexed the elbow. To his amazed delight the much washed denim burst for three inches.

"Chubby, Chubby!" crowed the Imp. "You're as funny as ever."

But she turned away awed and shaken.

In August P. Gadsby purchased a thoroughbred St. Bernard puppy for the Imp. He had developed a mania for giving. The Imp was embarrassed. Other gifts she could keep to herself, but this——

"Where did you get it?" demanded the judge.

"Chubby sent it to me. Don't you remember Chubby?"

The judge did not remember Chubby. So the Imp produced his latest photograph.

"Hm-m! Rather nice chap, I should say. Come to think of it, his face does look familiar. I—ah—hope this is not serious, Anna."

"Oh, no," his daughter assured him.

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"He's going to marry another girl some day."

The following spring the Imp informed P. Gadsby that he stooped.

"I know it," he replied, worried. "I'm tired of the work, too. I'll have to try something else. Guess you think I'm a good-for-nothing rolling stone."

"No," said the Imp. "You'll locate yourself some day soon. Patience."

In the fall P. Gadsby drifted west to Arizona. Through various jobs he filtered to a construction camp on an irrigation project. He sent the Imp a Navajo blanket and an enthusiastic letter.

THE next fall his letters and gifts stopped abruptly. The Imp, down at the *Sentinel* office one day with a message from her gout-stricken father, was introduced to a Mr. Quayle, a new reporter. She didn't like his looks, that is the small beard and moustache that disguised them. He seemed a young man, too, with such pleasant eyes. Looking into the eyes, the Imp paled suddenly, then blushed.

"I'll take Miss Hughes to see the new presses," volunteered Mr. Quale. "Steady," he muttered, "steady, or I'm lost."

"But how did you dare?" demanded the Imp when they were alone by the clattering presses.

"Daring isn't anything," said P. Gadsby, alias Quayle. "Because, Imp, I've found what I want to do. I've had a sneaking suspicion for some time that I was meant to run a newspaper. Why not begin here? You heard the chief's bouquets."

Two months more and P. Gadsby was about to risk an unmasked face, when an explosion rendered the air of the *Sentinel* office sulphurous for days. From his new roadster, on which he had just paid the first cash installment, P. Gadsby frantically signalled the Imp to their old place of rendezvous.

"Jig's up!" he announced with a philosophic shrug. "Washwoman found my name on some clothes and blabbed. The judge is after me with a posse—assault with intent to kill. Hasn't forgotten or forgiven an inch." P. Gadsby's eyes flashed. "The things he called me! I'll make him eat them one by one."

The bearded chin went out to a new line of determination.

"Where are you going?" asked the Imp.

"Going to get a shave and run wild for a week or two. Then I'm going to land a newspaper job or bust. No more foolishness. Watch me."

This was the spring of 1916. Early in the summer P. Gadsby presented himself at the offices of one of the largest daily papers in the Middle West. "Presented" is the wrong word. He thrust himself into the offices.

The managing editor tried to ignore his presence. P. Gadsby rested his hands on the desk, leaned over and mesmerized the editor into attention.

"Well, what do you want?"

"My name is P. Gadsby. I want a job as special correspondent on the Mexican border."

The editor leaned back and treated himself to a survey of the applicant. He saw a tall young man, whose eager, serious brown eyes had yet a glint of humor in them, whose red-brown skin had weathered thoroughly, whose mouth could be tender, but was just now very set, whose thrust-out chin bore just one trace of softness—a long, vertical dimple. The young man's clothes were neat, but not remarkable. In spite of himself, the managing editor was impressed.

"I suppose you brought credentials," he said.

"The very best, and all I have," said P. Gadsby, "myself."

Then the managing editor did stare.

"Experience?" he snapped.

"Experience," said P. Gadsby, "is my middle name."

"Where did you get it?"

"In Arkansas, Missouri, Kansas, Illinois and Arizona. I've pitched hay. I've worked in the Kansas harvest fields. I held a job once as paymaster in a coal mine. I worked in a refrigerating plant in St. Louis. I started out as a traveling salesman for a collar company. I——"

"Very interesting," cut in the managing editor. "I don't want to seem inquisitive; but did you ever work on a newspaper?"

"Once," said P. Gadsby and grinned. "In Denton. I had to raise a beard and take a different name. The owner had an old grudge against me. I was making good when a washwoman learned my secret. I had to leave——"

"*Very* interesting," said the managing editor again. "And with all this wealth of experience, you come and ask me to give you a berth as special correspondent on the *Dispatch?* Do you realize that we consider this border assignment so important that we had detailed the best man on the staff to cover it?"

"I thought he might need help."

"If he does," said the editor, "I think we can supply it."

"Exactly," said P. Gadsby. "That's why I came. Now, I can write and I've plenty of nerve."

"Nerve!" snorted the editor. "You've got so much of it that I wouldn't have you on the place at a premium. Go over to the *Telegram.* They like sensations. You might grab a job there. Good day!"

P. Gadsby ignored the editor's advice. Experience, as he said, had been his middle name for four years and the managing editor hadn't an idea of the toughness of his nerve fiber. He sold his watch, his last aristocratic holding, and bought a ticket for El Paso.

Five days later the managing editor received a wire from his special correspondent:

"Using some dope by man scouting on his own. Hot stuff. Name P. Gadsby. Giving him job unless you say no."

P. Gadsby sweated and toiled and toiled and sweated. Special articles began to appear, headed by his name. They were the stories that people looked for and read and argued over. They boosted the circulation of the paper. The managing editor broke down under that summer's strain, and the oldest man on the staff took his place, glad of a desk job.

"Come on back with me," he said to P. Gadsby and named a high salary.

P. Gadsby came back, with beaded moccasins and a chained chameleon for the Imp. He wrote a jubilant letter to Doris, but received no reply.

In February of the following year, P. Gadsby asked his friend, the managing editor, a curious question: "Am I a success?" The managing editor looked over the lean, powerful frame and faced the serious brown eyes squarely.

"If only I had stood at your age where you stand now!" he said.

"You think I am made?"

"You can have anything in the newspaper world you ask for, son. Only, for Pete's sake, don't ask it. I bid the limit on your last raise."

So, P. Gadsby went to deliver the goods to Doris. And Doris did not recognize him. If she had not sat there in her own home, P. Gadsby might not have known her. Whatever of the material he had cast aside, she had taken on. When she gave her hand to Percival in a constrained but conventional manner, he was startled at its soft silkiness. Now, the Imp had a fist like a boy. What had the Imp to do with it?

Sharply P. Gadsby recalled his attention to the lady of his dreams. Her hands fascinated him, resting so idly on the cushioned arms of her chair. Then it was that Percival noticed a sparkling jewel on the left one. His heart gave a terrific leap, turned over, and beat on. His awkwardness fell from him.

"How you have changed!" Doris was saying.

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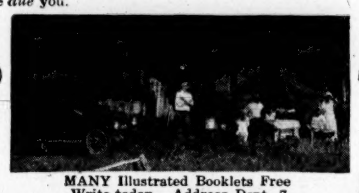

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"Yes," agreed Percival, "and you!"

"Naturally." He had never before noted that Doris simpered. "It has been five years since you saw me. I suppose you will come back here to stay now."

"I—I don't believe so," said P. Gadsby. "I'm a newspaper man, you know; and I have to stay around where things are lively."

"I DID hear something about that. You look as if you had to work very hard," Doris commented. "Did you hear about Kenneth Britton? He happened to get a tip on BMC stock and invested all his money. He's made quite a fortune."

"Might I ask, is he the lucky man?" Percival indicated Doris's jewel.

"Yes, how did you guess?" Doris's eyes said she hoped Percival would not make a scene.

"My best wishes," said Percival, understanding. "Now, I'm afraid I'll have to run on."

"Do stay for tea," said Doris politely but without enthusiasm.

"No, thank you. I haven't much time. I'd like a look at the old home."

"Percy," said Doris, in the nearest to a natural tone that she had used, "I know you will never forgive me for urging you to give up that lovely place."

"Forgive you!" cried P. Gadsby. "Forgive you! Why, it is the best thing that ever happened to me."

With directness and purpose that would have been impossible five years before, P. Gadsby sought his lawyer. He gave the Anti-Tuberculosis Society a permanent lease on the suburban home. He endowed the institution with a portion of his city securities. What he could he cashed in. He had a scheme in mind. The second time P. Gadsby asked a girl to marry him, he reversed his method.

About dusk, one fragrant evening in early spring, Anna Hughes heard a long, yearning toot and a still longer, more yearning human whistle. She lifted her head from the Navajo blanket and wiped her eyes. It had been two months since she had heard from P. Gadsby. She had married him to Doris and buried him several times over. Again the signal. The Imp jumped to her feet, seized a Tam and ran.

Behind the tall hedge, P. Gadsby waited in a long cream-colored roadster, whose engine throbbed no more powerfully than his heart. Never in all the days of his mad infatuation for Doris Hargrave had Percival known such pangs of anticipation. When the flying figure, topped by an old black velvet Tam, rounded the corner of the hedge, he leaped out of his car and fairly pounced on it.

"Imp! Imp!" he cried.

"Hullo, Chubby!" panted the Imp, both hands gripped hard in his. "Gee, how I ran! Chubby, Chubby, where have you been?"

"It's a long tale. Jump in."

P. Gadsby turned to his roadster.

"Oh, Chubby, what a be-au-ty!" exclaimed the Imp, her eyes dancing over the car.

"Hop in," urged P. Gadsby, his eyes grown very tender.

"Can it go?" asked the Imp.

"Can it?" bragged P. Gadsby. "I'll show you."

P. Gadsby kept his attention pretty close to the road, considering. Suddenly, without apology or explanation, he brought the car to a stop.

"I bet you don't know where we are," said P. Gadsby. It had grown quite dark.

"Where, Chubby?"

"Over there," said P. Gadsby, pointing to lights, "is Carrollton, the county seat of Carroll County. Marriage licenses are on sale. The justice's house is the third one on the left after you pass the courthouse."

"Oh, Chubby!"

P. Gadsby smiled at the Imp's pale face.

"I don't express myself very well," he said, "but the point is, Imp, I've kidnapped you. I'll take you home presently, but only as Mrs. P. Chubby Gadsby."

"Why, Chubby, you have lost your mind!"

"Nope," said P. Gadsby, "found it."

The Imp turned the matter over in her excited brain.

"Chubby!" she flared swiftly, "if you think you can come and—and take possession of me just because that—that Doris turned you down——"

"She didn't turn me down," protested P. Gadsby. "She didn't have the chance."

Again the Imp turned the matter over.

"Don't you think," she asked sweetly, "that you could have asked my consent in a gentleman-like manner?"

"Nope," said P. Gadsby. "If I have learned anything in the past five years, I have learned not to ask politely for what I really want. When I do that, somebody shows me the door. I've got to grab it."

"Well, you can't grab me!" stated the Imp. "So there! Just turn around, Chubby, and drive me home."

"The road," said P. Gadsby, "lies through Carrollton, with time out for the ceremony."

"I won't," said the Imp.

"Very well," said P. Gadsby. "Then here we stay."

"I'll walk."

Politely P. Gadsby opened the car door. She slipped out into the blackness. For all around them was very black, except the space under the rays of the lamps and the lonesome group of lights on the hill yonder. P. Gadsby sat, with hands on the wheel, his chin well out, his eyes blinking now and then as he stared straight ahead.

A sniff sounded in his left ear, then a helpless, choking giggle.

"Chubby!" gasped a voice behind and below him. "You do look so funny and mad!"

P. GADSBY turned and reached down into the darkness. Picking the Imp up bodily, he swung her clear over the steering wheel into the seat beside him.

"There," he said, "that's settled!"

"Uh-huh," sighed the Imp.

Along about eleven p. m. the wanderers returned to the Hughes mansion. They found the judge pacing the front hall in riding boots and a frenzy.

"Daddy," greeted the Imp, "meet my husband."

The judge backed up against the newel post.

"Your—what?"

"My husband." The Imp dragged P. Gadsby forward. "Don't you remember Chubby?"

The judge studied the lean weathered features of his unsolicited son-in-law. He spent another second on the lithe, sinewy figure.

"I can't seem to place you," he said.

P. Gadsby took the situation in hand.

"My name is P. Gadsby—"

"Not—not Percival Gadsby?" roared the judge, forsaking his wooden support.

"Yes, sir, I—"

The judge's front began to swell.

"Now, daddy!" implored the Imp.

"Go away!" commanded the judge. "Go away. Do you mean to say, sir, that after having tried to murder me five years ago, and after being run out of town the second time, you have dared to court and marry my daughter?"

"It stacks up about like that," said P. Gadsby.

"Now, daddy," coaxed the Imp, "do be reasonable. What is the use of making such a fuss? We're married and that is all there is to it."

"I'll have it annulled," declared the judge.

"We are both of age," P. Gadsby reminded him.

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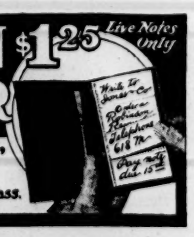

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"You get out of my house!" bellowed the judge.

"Very well. Coming, Imp?"

The Imp, little sport that she was, took his arm and turned with him to the door.

"Anna!" called the judge, "where are you going?"

"With my husband, daddy."

The judge sat down on the steps and buried his gray head in his hands. Whereupon the Imp released P. Gadsby's arm and ran to her father. She stroked his hair and pinched his ear. She cuddled her cheek up against his and assured him that everything was all right, all right, that Chubby was the finest and cleverest and sweetest man in all the world.

"What are your prospects?" asked the judge later, having reluctantly accepted P. Gadsby as inevitable.

"That," said P. Gadsby, "is what I wanted to speak about. I have resigned from the staff of my paper and should like to buy the *State Sentinel*."

"Buy my paper?"

"Yes. It is quite a political factor in the state now. I should like to make it even more so. A paper like that in the center of a rich agricultural community——"

"But the *State Sentinel* is not for sale," objected the judge.

"You will want to sell it some day. The strain will begin to wear on you, and you will have to give it up. Why not release it to a young man who will boost it in a manner after your own ambitions and who is ready to pay you your price, spot cash?"

"You can't have it," said the judge.

"Very well. Failing that, my other scheme was to move to Alaska."

"Alaska?" gasped the judge, and fought no more.

"I suppose with the *State Sentinel* on your hands, you will settle down here?" he asked wistfully by and by.

P. Gadsby laughed—the joyous battle laugh of a conquerer.

"No," he said, "I had all the settling down one man is entitled to the first twenty-four years of my life. I shall never settle down again until I am glued to the top of the ladder. I mean to run the legislature of this state some day. I mean—well, is there any good reason why I would not make an A No. 1 president?"

"Granting," said the judge, who had named the highest price he could figure for his paper, "that you still have available capital for your great schemes."

"If you mean available funds," confessed P. Gadsby, "the purchase of the paper will exhaust my cash balance. But, as for capital," he covered one of the Imp's hands and squeezed it hard, "I have all the capital any live American needs— my nerve and my wife. You see, judge, I've picked up a system."

Spiritualism

(Continued from page 22)

striking architecture. Miss Ramsden at the same time got an impression of a church and made a sketch of it. I have published a photograph of the church as it looked from Miss Miles' window and the sketch Miss Ramsden, hundreds of miles away, drew at the same time. Miss Ramsden had never seen the church before; and no telephonic or telegraphic or any other means of communication had taken place between them except, as I am inclined to believe, an excursive action of the mind or soul. If, then, telepathy tends to prove that the mind can act independently of the body it furnishes one more indication that the mind can survive the body."

"And what, to your mind, is the most convincing case of what you consider communication with the dead?" I asked.

"There is such a great number of convincing cases that I don't know which to select—unless it is my latest personal experience," he said. "On September 15 of last year, a lady of considerable social position who was considered to have mediumistic power, gave me a sitting. While she was in a trance there appeared to her the spirit of Sir William Crookes, the X-ray man, who was, as you know, keenly interested in spiritualism. Now this lady knew almost nothing about Sir William Crookes. But she repeated in her trance what she gave as his message to me. Toward the end of his life he was greatly absorbed in the effort to produce artificial diamonds. At this sitting he talked of his problems in that line. Then she said, 'He keeps repeating the word 'Klipdam.' I don't understand what he is trying to say,' she went on. 'Do you?' I told her I couldn't begin to suggest as to what the word signified, unless it was some sort of test he was trying to get across. Or perhaps you don't get the word right,' I added. 'No,' she insisted, 'he keeps repeating "Klipdam"—K-l-i-p-d-a-m.'"

"AFTER the sitting I wrote to Mrs. Crookes, his wife, asking her if the word 'Klipdam' meant anything in connection with her husband. She replied that the only thing the word suggested to her was the Klip river in Africa. I asked the same question of Mr. Perry, a gentleman who had accompanied Sir William Crookes on his last trip to the South African diamond fields. The word meant nothing to him either. About a month later, Sir William's eldest daughter, who was compiling material for a life of her father and had been going through his effects, came home. I asked her about 'Klipdam.' She said, 'It's most extraordinary! This morning I came across for the first time a package of negatives father had taken in South Africa on that last trip of his.' And—here they are!"

Sir William Barrett held up to the light, so that I could see, two negatives clearly defining some rough ground and a couple of wooden structures. In the margin of the plate, scratched in a hand-writing which Miss Crookes said was that of her father, were the words, "Klipdam River diamond digging, near Kimberley."

"Remember," continued Sir William Barrett, "the first time the word was communicated to any of us was on September 15. By the time Crookes' daughter found the negatives it was about the middle of October."

George Bernard Shaw

I asked Mr. George Bernard Shaw whether he had ever investigated at first hand the claims of spiritualism.

"The first ouija board that came to Ireland was my mother's," he said. "She was always having communion with the dead. Naturally she took it quite seriously, although she was a wise and well balanced woman. I worked with that ouija board constantly—or played with it—until it became a deadly bore. It usually does in about a week. Such rank nonsense as it gives off! Any child could write more amusing stuff. If the dead are capable of such utter drivel it is indecent to encourage them to do it. No, I've looked into the subject in other ways—and it doesn't in the least interest me."

"Have you ever attended a spiritualist séance?" I asked.

"I never go to one because I will not promise not to cheat," he replied. "Of course, to cheat at a spiritualist séance is the only way to test its worth. If there are spirits and they have a modicum of sense they will see through the deception and by exposing it give a triumphant demonstration both of their existence and of a higher degree of the critical faculty than most believers in mediums possess. A sharp young Amer-

Keeps Little Hurts From Getting Big

Small skin injuries are liable to become serious. Do not give them a chance.

New-Skin is a preventive and a protection.

It is antiseptic, and it forms a covering that keeps out the germs.

Have it on hand and use it promptly when required.

"Never Neglect a Break in the Skin"

NEWSKIN COMPANY NEW YORK

Special Price-Drive on 12,500 Cookers
Is Now On, ACT QUICK!

It roasts, bakes, fries, steams or stews. Saves hours standing over hot cook stove. So get my

Rapid
FIRELESS COOKERS
(aluminum lined) on 30 Days' Free Trial. Write me now—be one of the 12,500 to get one at my Special Low Factory Price Send for my big Home Science Book—FREE.
Wm. Campbell, Pres.
THE WM. CAMPBELL CO.
Dept. 79 Detroit, Mich.

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Just Like the Hawaiians!

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Get Full Particulars FREE

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Address .....
Town .....M. M.
Write name and address clearly.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Screen === Summertime Plays and P

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NOT FOR THESE DAYS

"Romance" Proves an Ill-Made Photo-Play in Ways That the Films Have Long Since Left Behind—Better Acting Than Directing, but Acting of the Stage Rather Than the Screen—Miss Keane's Share

FROM the United States to England went "Romance," Edward Sheldon's play of the parson and the prima donna, to enjoy a vogue there that it had never known at home. Now, it has returned to the American theatre, but this time as photo-play and with but little promise, as it went at the Majestic yesterday, of fair future. As heretofore on the speaking stage of both countries Doris Keane takes the part of the prima donna; while, as in England, her husband, Basil Sidney, appears as the parson. While the acting in some measure saves the day, "Romance" is distinctly a disappointment. The direction is poor, the lighting is ill done, and the photography not above reproach. Where small talk and anecdote diversified the "legitimate" production, the photo-play is lacking in light moments; in fact, throughout, Chet Withey, who directed, has allowed the piece to degenerate into soggy sentimentality. What little is shown of New York of the late sixties is interesting, but it is very little, and for the most part interiors—of small virtue as settings for a film play. As for the acting, it is distinctly that of the stage, and the consequent explanatory sub-titles are altogether too numerous and too explanatory. Technically the piece belongs to an earlier day and cruder methods with the screen than those to which the movie public is now accustomed.

The tale begins as on the speaking stage with a prologue, showing the Bishop of St. Giles telling the story of an early love affair and this story is "Romance." Slowly and cumbersomely, Mr. Withey proceeds to the New York of 1868, and after much effort in scene and subtitle, succeeds in bringing Cavallini, the Italian singer, and the bishop, then rector, together. With many a long-drawn episode and unnecessary explanation, the two fall in love, and the play struggles forward. Here and there, sundry moments of Miss Keane's acting shine out against the shadowy path of Mr. Withey's directing, and now and again it seems as though the pace would quicken. Unfortunately it never does while the acting more and more suit the speaking stage and less and less the silent screen. Quick flashes there are none, and the devices in common use by Neilan, Tourneur and Griffith are unfortunately absent. Equally unfortunate is the stopping of the film once and again to interpolate a song. Yet again there are almost no out-of-door and pictorial scenes—only a succession as in the stage play of [illegible]

Greeted by Boston Yesterday with all th
That Marked Its Three Years in L

DORIS KEANE
in Edward Sheldon's Celebrated
"Romance"
THE SWEETEST LOVE STORY EVER T
Assisted by a Trained Chorus of Boys Culled from
Episcopal Choirs of Greater Boston
TWICE DAILY—2:20 and 8:20 P.
THE COOL AND COMFORTABLE
SHUBERT-MAJEST
TWO WEEKS ONLY
Daily Mats., 27c and 50c. Eves. and Sat. Mat., 27c,
68c and $1.00. Plus War Tax

HOLLIS Street Theatre
Charles J. Rich, Mgr.
Tonight at 8.10—Mat. Saturday at 2.15
Usual Wed. Mat. Omitted This Week
LAST 6 TIMES
GEO. M. COHAN'S COMEDY PRODUCTION
GENIUS AND THE CROWD

B.F.KE
THE AMUSEMENT
Twice Daily, 2-8
FORD S
(MABEL A
They Present "
Have Their C
EDDIE BORDEN.

ut the new bill.

eek, a final week and for of the current season, oo comrades of burles- at the Gaiety. Bobby azz band, "The World's the Five High Steppers r talent keep the enter- and lively.

Cambridge)

through Wednesday: n of the World," graphic es of Sir Ernest Shackle- pedition to the Antarctic ip, life aboard it through hts, journeys by sledge, e dogs, all that is routine as unusual in polar voy- oto-play, the farce, "Two ng Constance Talmadge, by Bobbe and Nelson; e Huntings; the Parkses;

e Us—It is curious how nglish drama fail to keep ca is miles ahead of us drama; on the other hand, ent where women are con- staggeringly old-fashioned ardian

Stage

so in his more violent [illegible] There is a great deal of the rector from first to last, and boresome detail clutches him. On the screen however, he is unbelievably good, excluding religious fervor from every pore. Even upon street-corners and in a show storm must he pause to pray. (There is Mr. Sheldon's warrant for that pastime. At length he gains the singer's rooms for final parting, but once there, he must rave lengthily on (via subtitles) until his mood changes (as it always does) and he frantically embraces the prima donna, while the director goes to sleep and the film rolls on and on interminably. Finally, the rector has fairly exhausted himself in "the soul kiss", "the passion kiss" and all other catalogued varieties; the director opens one eye; more subtitles are unrolled and the ending comes with Miss Keane figuring in a "close-up."

Back to the long forgotten prologue, a pause to introduce the matinée idol and the ingénue, and to allow the very juvenile child to be "cute and cunning," and a telegram announcing the death of the prima donna in retirement. In a "close-up", the bishop is left hunting memories.

So goes this tale of crinolines, ministers and singers. In itself it seems well adapted to the screen; with the abilities of Miss Kane and Mr. Sidney, it lacks few essentials to a good, even an artistic film. Yet in outcome it is hardly passable. Such old-fashioned methods of direction, of stage setting, of lighting, of photography, seldom come to the screen of today. Where an abler director would have indicated the meaning by a flash, Mr. Withey takes a whole scene. Where such a director would have clipped short an episode, Mr. Withey lets the action drag. Never do the actors receive any assistance in the way of artistic or even realistic settings. Always the scenes seem stagy; as if they were all taken within a radius of a hundred square yards. Always do the actors seem limited by the bounds of a stage. As for the sub-titles they dilute Mr. Sheldon's vivid and imaginative text into tedious inanities. The screen of 1920 may be this, that or the other, but beyond peradventure, it has left such a photo-play as this "Romance" far behind.

GORDON HILLMAN

Park—Joan the Maid

Miss Farrar is on view at the Park Theatre this week in a revised and re-issued version of "Joan the Maid," photo-chronicle of the calling of Jeanne d'Arc to be savior of France, of her life at court and her prowess in the field, of her trial and death at the hands of the defeated and vindictive English. The tale itself stirs and holds interest from mystic beginning to piteous close. Miss Farrar has a part suiting her mimetic powers; while the mediæval backgrounds of village and city, camp and court are unusual and pictorial. Cecil de Mille has made the picture and Messrs. Reid, Bosworth, Hatton and Roberts are also screened in it.

Tremont Temple—The River's End

Well adapted, well pictured and well acted photo-play of the Canadian Northwest from the southern border to the depths of the wilderness. A long pursuit, doubled and dubious identities freshly handled, a fight "that is a fight," humorous incidents and tingling surprises fill the action, which does not lack diverting details and graphic backgrounds. Capital work and capital entertainment. The final week.

Modern and Beacon

"Neglected Wives," vivid and vigorous photo-drama, is running over the screens

Charlie Chaplin's early film, "The Pawn Shop," is also shown.

Fenway—Various Films

From Monday through Wednesday: Nor-

[illegible] MARY
[illegible] It a Grand Old Name?

SHUBERT Tel. Beach 4520 Seats also at Little Bldg. Evenings at 8.10 Mats. at 2.10
POP. MAT. TOMORROW
MUSICAL HIT I'LL SAY SHE DOES DANCES COMEDY
With Roland Young, Juliette Day

PARK YOUR CAR AT ELIOT ST. GARAGE NO ELEVATORS NO WAITING In Heart of Theatre District

SHUBERT-BOSTON OPERA HOUSE MESSRS LEE & J.J. SHUBERT, PROPS. & MGRS.
Seats also on sale in General Ticket Office, Little Bldg.
MAX R. WILNER Presents
JENNIE VALIERE In Yiddish Repertoire
Wed. & Sat. Nights, "Kreutzer Sonata"
Fri. Night & Sat. Mat., "Sapho"
Sun. Night, "The Dancer"
LAST 5 PERFORMANCES

COPLEY THEATRE
Evenings 8.10 Mats. Wed., Thurs., Sat. 2.15
Seats at Filene's Jordan's Boyard Stores
HENRY JEWETT PRESENTS "CLOTHES AND THE WOMAN"
2d Week of Best Comedy of the Season

POPS Symphony Hall, 8-11 TONIGHT Agide Jacchia Conductor
ORCHESTRA OF 80 SYMPHONY PLAYERS
Refreshments Popular Music
Tonight—Harvard Night, with Harvard Glee Club—60 voices.
Tickets 25c, 50c, 75c, $1 (No Tax)

BOSTON THEATRE Continuous
"BLIND LOVE" Starring LUCY COTTON
Johnny Black and Miss Dardanella; Caits Bros., Al Rae & Company, Dunham & O'Malley, Charles Gibbs, Comedy Film, "Should Dummies Wed?"

GAYETY MATINEE EVERYDAY BURLESQUE & VAUDEVILLE
BEDINI'S "PEEK A BOO"
WITH CLARK & McCULLOUGH

FENWAY THEATRE
Mass. Ave. at Boylston St.
Norma Talmadge in "She Loves and Lies"
Geraldine Farrar in "Flame of the Desert"

Evgs. 8.15; Mat. Wed. & Sat. 2.15
FIRST POP. MAT. TOMORROW
THE SEASON'S SURPRISE
DOOR LITTLE RITZ GIRL
Lew Fields' Musical Comedy Production

PARK YOUR CAR AT ELIOT ST. GARAGE NO ELEVATORS NO WAITING In Heart of Theatre District

PARK THEATRE CONTINUOUS 10 A.M. TILL 10.30 P.M.
ALL-STAR CAST In JOAN THE WOMAN
(Joan of Arc)
GERALDINE FARRAR
Wallace Reid, Hobart Bosworth

TREMONT TEMPLE
TWICE DAILY
"THE RIVER'S END"
A 1st National Attraction
Personally Offered by Mr. Nathan H. Gordon

LOEW'S ORPHEUM
In Heart of Shopping District
9.15 A. M. to 10.30 P. M.
BISON CITY FOUR
Vaudeville's Foremost Quartet and other splendid acts
Feature LEW CODY in "The Butterfly Man"
Latest News and Comedy

HUNTINGTON AVE. Show Grounds
TODAY AT 2.15 TONIGHT AT 8.15
GEORGES CARPENTIER
EUROPE'S HEAVYWEIGHT IN CONJUNCTION WITH
SELLS-FLOTO CIRCUS
Seat Sale, Hallet & Davis, 146 Boylston

GORDON'S OLYMPIA WASH. ST.
FIRST SHOWING IN BOSTON
DANGEROUS TO MEN
STARRING VIOLA DANA
5 BIG ACTS VAUDEVILLE

GORDON'S CAMBRIDGE CENTRAL Sq. THEATRE
SIR ERNEST SHACKELTON'S
Thrilling Attempt to Cross the South Pole
"The Bottom of the World"
Five Big Vaudeville Acts—Other Features

THE MODERN CONTINUOUS 10 A. M. to 10.30 P. M.
NEGLECTED WIVES
"SHERRY," by George Barr McCutcheon
CHARLIE CHAPLIN
In a Re-issue, "THE PAWN SHOP"

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

June 1st 1920.

D.W.G. CORPORATION

to

ALBERT H.T. BANZHAF, DR.

- -

To professional services rendered for

Month of May, 1920 - - - - - $150.00

Received Payment
APR 9 1920
Albert H.T. Banzhaf

Interest on bank deposits

F. Richard Jones.

440 - Park Ave

N.Y. City.

D. W. GRIFFITH COLLECTION
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332

Gamiest Girl

June 2nd 1920.

Mr. G. T. Scherziger, Assistant Treasurer,
Guaranty Trust Company of New York,
140 Broadway, New York City.

Dear Sir;

In reply to your favor of the 25th ult. I enclose herewith Trust Receipt for eight (8) cases containing negatives of "The Gamiest Girl" duly signed by Mr. Griffith as per your request.

Will you kindly return the Trust Receipt signed by me and oblige

Very truly yours,

AHTB:MD
Enc. 1

Chronetask
Matters
Jones

June 3nd 1920.

Mr. F. Richard Jones,
440 Park Avenue,
New York City.

Dear Mr. Jones:

Enulosed please find copy of your income tax for year 1919.

Very truly yours,

MD:MS

Enc. 1

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

THE FIRST NATIONAL EXHIBITORS' CIRCUIT, INC.

GENERAL OFFICES 6 AND 8 WEST 48TH STREET, NEW YORK

OFFICE OF MANAGER

June 2nd, 1920.

Mr. Albert L. Grey,
c/o D.W.Griffith Productions,
Longacre Building,
New York City.

Dear Mr. Grey:-

The copies of assignments reached us late yesterday, and enclosed herewith please find the Griffith Insurance Policy No. 361365, with release of collateral assignment executed by you to us and re-assignment by this firm to Mr. Griffith attached to the policy.

Very truly yours,

E. B. Johnson

EBJ/AZ
Enclosure.

A G R E E M E N T

AGREEMENT made and entered into this 31st day of June, 1920, by and between FRANCES W. ELIJAH hereinafter called the Owner, and the D. W. GRIFFITH INCORPORATED, a Maryland Corporation, of Mamaroneck, New York, hereinafter called the Purchaser:

W I T N E S S E T H

WHEREAS, the Owner represents that she is the sole owner of the motion picture rights, throughout the world, in and to a certain original, unpublished story entitled "WAGERED LOVE", written by Frances W. Elijah (hereinafter sometimes called the "Author"); and

WHEREAS, the Purchaser is desirous of acquiring from the Owner said motion picture rights,

NOW, THEREFORE, IN CONSIDERATION of the premises and of the mutual covenants herein contained, the parties do hereby agree as follows:

FIRST: The Owner hereby agrees to, and by these presents does give, grant, bargain, sell assign, transfer and set over to the Purchaser all the motion picture rights in and to the said composition, entitled "Wagered Love", the title and the theme thereof, solely and exclusively, and gives and grants to the Purchaser the sole and exclusive right to make motion picture versions thereof, and to adapt, arrange, change, transpose, add to, subtract from the said story and the title thereof to such extent as the Purchaser may deem expedient, and the further right, for the purpose of advertising and exploiting such motion picture, to publish in such form or forms as the Purchaser may deem advisable, a synopsis or scenario of the motion picture versions of the said composition, and the exclusive and unrestricted right to produce, exhibit, distribute, and copyright said motion picture in its own name throughout the world, together with the sole and exclusive right to exhibit, sell, lease, license and generally traffic in the motion picture based upon said composition.

SECOND: The Purchaser, in consideration of such grant, agrees to pay to the PALMER PHOTOPLAY CORPORATION, agents for the Owner, the sum of Three Hundred and Fifty Dollars ($350.00) in full payment for the motion picture rights herein transferred.: receipt of which is hereby acknowledged.

THIRD: The Owner warrants that she is the sole Owner of the motion picture rights in and to said story and has full right and authority to grant the rights herein specified; and further warrants that the aforesaid composition is original with the said Author in all respects; that no incident therein contained, and no part thereof is taken from or based upon any other literary or dramatic composition or motion picture, or in any way infringes upon the copyright or the literary, dramatic or motion picture rights of any person, firm, or corporation whatsoever; that the aforesaid motion picture rights in and to said composition have in no way been conveyed, granted, encumbered, restricted or hypothecated to or in favor of any other person, firm or corporation whatsoever.

FOURTH: The Owner guarantees and warrants that he will defend, indemnify, make good and hold harmless the Purchaser, its successors and assigns, for, from and against any and all looses, damages, costs, charges, legal fees, recoveries, judgments, penalties, and expenses which may be obtained against, imposed upon or suffered by the Purchaser, its successors or assigns, by reason of any violation or alleged violation of any copyright, or any literary, dramatic or motion picture right, by or from any use which the Purchaser, its successors or assigns may make of said story in the making of a motion picture version thereof, the distribution or exhibition of said motion picture, or the exercise or attempted exercise of any of the rights hereby granted.

FIFTH: It is understood and agreed that the warranties contained in the Fourth Paragraph hereof, apply only to the material used in said contemplated motion picture which is taken from the said literary or dramatic composition written by the Author, and do not in any way apply to any extraneous matter inserted in said motion picture by the Purchaser

or its agents or employees.

SIXTH: The Purchaser agrees to use the name of the Author, (Frances W. Elijah) in its paid publicity, and agrees to state upon the film itself, for exposure long enough to be read, that the motion picture is based upon a literary or dramatic composition written by the Author, Frances W. Elijah, or words to that effect.

SEVENTH: All rights not herein specifically granted to the Purchaser shall be reserved to the Owner; it being understood, however, that the Purchaser shall have the right to use lines or excerpts from the said composition for the titles or subtitles in the said contemplated motion picture.

EIGHTH: This agreement being entered into in the State of California, each and every term of this agreement shall be construed in accordance with the Laws of the United States of America and of the State of California.

NINTH: This agreement shall bind the parties hereto, their heirs, executors, successors, legal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed these presents the day and year first above written.

Witness: Roy L. Mainkey PALMER PHOTOPLAY CORPORATION

Kate Corbaley
agent

Witness:

D. W. GRIFFITH INCORPORATED

_____

STATE OF CALIFORNIA,)
)SS
County of Los Angeles.)

On the 3 day of June, in the year one thousand nine hundred and twenty- before me personally appeared KATE CORBALEY, agent for THE PALMER PHOTOPLAY CORPORATION, to me known and known to me to be the legally constituted agent for Frances W. Elijah, described in the foregoing instrument.

Aaron M Scott
Notary Public in and for the County
of Los Angeles, State of California.

My Commission Expires May 12, 1924

STATE OF NEW YORK)
) SS
County of)

On the _____ day of June, in the year one thousand nine hundred and twenty, before me personally appeared _____

who being by me duly sworn, did depose and say that he is the _____

INCORPORATED

_____, of the D. W. GRIFFITH ~~INCORPORATED~~, of Mamaroneck, N.Y.,

which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument, is such corporate seal, that it was so affixed by the proper source of authority of said corporation, and that he signed his name thereto, by reason thereof.

_____
Notary Public in and for the County
of _____, State of New York.

Isabelle E. Bill
40 - Gramercy Park,
New York City.
Phone - Gramercy 2617.

Palmer Playlay "

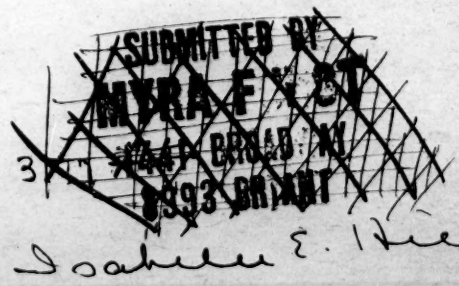
"WAGERED LOVE"

BY

FRANCES WHITE ELIJAH.

Prize story -
Prize awarded by -
J Parker Read.

Purchased for $250.00 -



Isabelle E. Bill.

"WAGERED LOVE"

BY

FRANCES WHITE ELIJAH.

"If that damned noise upstairs isn't stopped you may cancel my lease," and with a bang Judson Wentworth hung up the receiver. He resumed his seat by the fire and took up the "Wall Street Magazine" and read over for the fifth time a chapter on "Income Taxes". Wentworth had moved from the club into an apartment a month before so that he might have privacy and quietude. Some one was always ropping in his room at the Club and disturbing his reading and, as his ambition to succeed in business grew, he found himself less and less tolerant of these friendly interruptions, and now here he was comfortably settled for an evening's reading in his cozy new apartment, and the noise from the apartment above sounded as if a three ring circus was in progress.

Geraldine Miller and her mother had come down from San Francisco and taken an apartment in town for a month while they were making their annual visit South. A number of the girls had dropped in to greet her and after the first excitement was over, they started to relate the events of the summer. The talk finally drifted to clothes and Geraldine ran and brought out the costume she had worn at the Bachelor's Ball. She had dressed as a Zeigfield Follies girl and after being persuaded to put it on, she proceeded amid much hilarity to act the part. The victrola was drowned by the shrill ringing of the phone. Geraldine dances to answer it but returns a much subdued young woman.

"Well, of all the impudence. That was the office saying

there is a gentleman occupying the apartment below who threatens to move if we don't keep quiet. How can you beat that? But really girls I guess we have been too noisy."

"Oh slush, who's the grouch? Lets give him a ring, a thrill might do him good." Irene Bradley was no respector of persons and her audacity was only second to her originality.

Geraldine, however, was of a more considerate turn of mind an catching Irene by the arm as she started towards the phone, begged

"Don't do that, Irene, maybe it's a sick man."

"Well, anyway, I'm going to see who the crab is."

With that she darted out of the door and followed by the others, they tiptoed their way down the stairway and up to the nameplate on the door of the apartment underneath. At the sight of the name, Irene stuffs her handkerchief in her mouth to keep from laughing and rushes back upstairs, followed by the other girls, also giggling. Geraldine is the last to ascend and she wonders what all the mirth is about.

"Do tell me, why these hysterics, do you know the man?"

"Do we know him? He's the best looking thing you ever saw. Good golfer, wonderful dancer, but, oh, simply impossible. We know him as well as any earthly mortal is permitted to know a saint."

"Why impossible? Is he common?"

More screams of laughter.

"If he only were, there might be some hope, but truly he is too good to live. There isn't one of us who hasn't at some time had secret yearning to ensnare Jud Wentworth, but it's hopeless, we are all too crude. He wants a Venus with a mind of Socrates."

Geraldine listened with enterest.

"Do you mean to tell me you are letting a good thing like that spend his evenings alone while we have to dance with each other? There must be some way to capture the specimen."

"Haven't you had an example of his sociability? Why last year Celeste Boyer came down from Portland with trunks full of Bixons and every scheme imaginable and all she had at the end of six weeks was a visiting card of Jud's he left when he called on her aunt. It simply can't be done."

Geraldine's interest increases and she suddenly announces:

"Not in a spirit of boasting, but I'll wager a Collins hat for each of you against a Lucille gown that he is susceptible."

The simultaneous chorus, "You're on" took Geraldine by surprise for a moment. After Katherine Kramer had given a detailed description of a gura trimmed hat she was crazy for, some one enquired:

"How is the miracle to be performed?"

A little hazily Geraldine said, "Well, of course, that is my secret. But you must all do as I say. You see no one knows mother and I are in town, except you girls. You aren't to tell a soul until I put this over, and then you have got to shower me with social invitations. Skip along now, so I can set the trap."

When they realize that Gerry is going into the wager seriously the interest becomes keen, and they are all loath to go without some light on the coming campaign. However, none is forthcoming and Gerry finally "shoes" them out.

Hart, Schaffner and Marx' best model had nothing on Judson Wentworth when he entered the bank the next morning, a few minutes ahead of time, as was his custom. He was the first of the Bank's officers at his desk. Two of the most influential of the directors came in and went into the President's private office.

In the course of the conversation, Carpenter remarked:

"Did you ever see such a model of industry as Wentworth, and such a clean cut, high grade young chap, never an ill word against him, his future is certainly assured." There was no question abou it - Jud typified the ideal, he was the kind of a man every mother prays her son will become and every father struts along beside, hoping he will meet all of his acquaintances.

After the disturbances of the previous night, Jud decides there is no use hurrying home after dinner and remains at the Club for a couple of rubbers of bridge. It is almost eleven before he reaches his apartment. He lets himself in with his latch key and turns on the lights. He lights a cigarette and walks over to the fireplace. As he comes around in front of the davenport he gives a start of surprise. Curled up like a kitten, fast asleep, is a most lovely young woman. She seems pathetically young and wonderfully beautiful in her slumbers. He gazes at her some time before he has the heart to disturb her. He finally leans over and gently touches her arm. She starts up with a low cry.

"I didn't do it, please let me go." She gradually opens her eyes and looks around in bewilderment, then at Jud. She seems frightened. Jud feels sorry for her confusion and quietly says:

"I am most sorry to disturb you, but you know it's rather late to be calling."

Geraldine looks embarrassed and begs, "Please don't put me out. I couldn't bear to be locked in a police station."

Jud feels the situation is getting more than interesting, but true to his conventional spirit, he feels he must get the girl out of his apartment at once. He politely suggests he will call

a taxi and looks about for her wraps.

Jerry looks still more humiliated and explains she "Has no place to go and is afraid." When questioned why she is "afraid", she reluctantly starts to tell her story. Rather uneasily, Jud seats himself opposite her and prepares to listen.

Gerry describes her childhood. She says her mother died when she was young. Her father was a stage director in one of the large theatres. They lived happily in their simple way and she was receiving the best education her father could give her. On her frequent visits to the theatre she was often annoyed by the familiarity and the unwelcome attentions of the owner. He was constantly urging her father to permit her to go into the chorus, but her father had no love for the life and hoped to keep her from it. One day a balcony scene collapses and her father is killed. She is apprehensive when she learns that this man she abhors is her legal guardian. He continues to force his attentions on her, and one day is so brutal in an attack, she is forced to fight with him. She succeeds in striking him with a candle stick which is at hand - the blow stunning him. Not knowing how badly he is injured and, fearing for her life, she starts to run. But, remembering she has no money, she reaches in his coat and takes his bill folder, she later finds it contains two hundred dollars. She suddenly realizes she is a thief and that he will undoubtedly prosecute her. She flees as fast as possible from the vicinity. She remembers the address of an aunt of her mother's. It is the same building they are in. On enquiring for her aunt, Mrs. Doran, the aunt informs her a party by that name had lived in 207. He suggests she enquire at the apartment. She finds the door unlatched and slips in. It is all so comfortable she cannot resist

sitting down a moment and, before she knows it, she is asleep.

Wentworth believes the story and is moved with pity for her, but he is still conscious of the unconventionality of her being there. Finally, however, he feels that he must be at least human and he asks her if she is hungry. She nods her head and he leads the way to a little kitchen. They very soon forget everything except that they are two healthy, hearty young people. Jud finds himself fascinated by a type of woman new to him. She is gentle, intelligent and wonderful to look at. They have a merry tete-e-tete over the scrambled eggs. A charming woman alone with him in his apartment eating at his table is a new sensation, a distinctly enjoyable one.

She cleverly appears very hungry. After supper, she insists on putting things in order. He cannot resist the desire to smoke a pipe. The whole scene is in keeping with his dreams of domestic bliss. The clock chimes one before either are aware of it. When they are suddenly reminded of the situation, Gerry looks worried and asks, "Do you think they will take me in a hotel this time of night without baggage?"

Jud shakes his head, then inpulsively suggests, "You remain here and I will go to the Club." Without argument, he at once puts on his coat and, bidding her make herself at home, he leaves.

Gerry sits a few minutes in meditation. The adventure is so far more thrilling than she had dreamed it could be. She has told her mother not to worry if she is late in getting in as she will be with some of her friends. She now slips out of Jud's apartment and upstairs into her own.

She spends her next day as usual with the girls, but excuses herself at tea time saying she has another appointment. They all beg to know if she has started to effect her capture, but she

refuses to discuss it. Before it is time for Jud to be home from the bank, she is in the apartment. She has brought some flowers which she arranged and some supplied for a little dinner. When Jud arrives very promptly on time, he finds everything in order and a dainty table in readiness. He is surprised at the feeling of contentment and happiness that enters his heart. They spend a-nother delightful evening, but, as it grows late, they both feel uneasy and at last Jud broaches the subject.

"I think, my dear, it is about time we locate your aunt. It i is too late to start tonight, but we must do it tomorrow. In the meantime, I think you had better go to my sister's place in the country where you will be safe until I locate your relatives and straighten out that other affair for you."

Geraldine is nonplused by this time, and also touched by his generosity.

"Are you sure you want me to go to your sister's after know-ing my past?"

Jud smiled and, looking into her eyes replies, " Your past does not worry me. It's your future happiness I am anxious about."

She falters at this, but determines to play the game a little longer. She goes over to the desk and makes out a list of decided-ly feminine articles she wished him to buy next day. He takes the list and leaves for the club, saying he will be home early the next afternoon.

Jud is ill at ease when he goes to make the required purchase. He is waiting at the lingerie counter when he is addressed by a very dignified elderly woman. He turns to respond to the greet-ing and is greatly embarrassed to find it is Mrs. Williams, the wife of the President of the Bank. He hurries away as fast as

possible in confusion.

Geraldine has gone down to the apartment early and is surprised to find herself anxiously awaiting his arrival. With great interest, she opens the parcels he lays in her lap. They are laughing over some of the selections when they are startled by a persistant ring at the door. Geraldine hurries into the kitchen while Jud answers it. The manager of the building and two officers walk in. Jud lcoks his astonishment. The manager appears much agitated.

"I am very much shocked Mr. Wentworth, with the information that you have imposed on us all. We have proof you are keeping a woman in this apartment."

Jud starts to deny it, but one of the officers is already gathering up the recent purchases as evidence, while the other has walked into the kitchen and requests Geraldine to join them. She is very much frightened at what she has overheard, and comes in reluctantly. Jud has been at a loss to know what to say, but, seeing Gerry's distress, he announces:

"Miss Doran is my fiancee."

"Tush, son" says the officer, "That's the old stuff, my boy, it's these gold diggers we've got to clean out of town."

"the other adds, "Sixty days will teach this little jane to work honestly and earn her own silk stockings."

Perfectly furious at this by this time, Jud throws caution to the winds, "You shall not touch her. She is to be my wife."

"Kareful son", the first officer says insolently. "If you want to keep her out of jail, you will have to do that very thing. She has been living with you long enough."

In a rage, Jud reaches over and punches the officer's face before

before he realizes what the consequences will be. Enraged at the assault, the other officer slips some handcuffs on Jud and with no further chance to argue, they are hustled down and into the waiting police car. They are taken into the night court. Geraldine begs to call her friends and insists she can explain it all. She is gruffly told to do that to the judge in the morning. Jud tries to apologise to the officer, dreading to have Geraldine pass the night in the police station. He is more humble now.

"Is there no way out of this officer? I have told you the truth. The young lady is to be my wife," and Judson found himself praying it was true. The other officer touched slightly by Geraldine's anguish and beginning to think there might be something in the story replies:

"Well, in that case, prove it. We have everything handy. All we have to do is step across the hall and get the license and the Night Judge will perform the little operation. I'd love to be best man."

Jud looked at Geraldine. She seemed dazed for the moment and then in response to the question inn his eyes, nods her head. Without another word, Judson motions the officer to lead the way to the license. Geraldine sinks on a bench. On their return, Jud has been handcuffed and going to Gerry whispers, "Are you sure you trust me enough? I do really love you." Geraldine says nothing, but gives him her hand. They walk over to the Judge and are married. Jud buys a box of cigars for the officers, a taxi is called and they leave the court room.

Geraldine breaks down in the car and Judson does his best to comfort her. When they reach the apartment, she asks to be alone. He tenderly bids her good-night and again leaves for his Club.

She rushes up to her own apartment and makes a full confession to her mother. Her mother is greatly shocked, but tucks her in bed and insists they wait until morning to talk it over.

The next morning, Judson goes to the Club grill for breakfast It all seems a dream. His interest is aroused, however, by the knowing smiles of greeting that are accorded him. He feels uneasy and picks up the morning paper to cover his disturbance. In large headlines he reads:

Marriage or Jail.

Judson Wentworth, prominent young banker, was married in police court. The bride is a young woman he is accused of keeping in his apartment for some time. Justice Cawin took occasion to criticize those who lead hypocritical lives. Their sentence was "Until death do us part" which the court considered penalty enough. A fine was waived in favor of a bridal boquet."

It had never entered Judson's head that there were reporters present who knew him. He makes a pretense of his breakfast and rushes from the Club. He dreads entering the Bank, but putting on a bold face does so. He is not surprised when in the middle of the forenoon he receives word of the President wishing to see him in his office. His approach to the office is followed by meaning glances from other employees. There is nothing chagrins one so much as to find they have made a mistake in judging character. The President, Mr. Williams, has been genuinely fond of Wentøworth.? More than that, he had stated more than once he would stake his life on Wentworth's integrity. Therefore, he was doubly angry at the disgrace brought on his institution by one of its respected

officers.

"No need to tell you, Wentworth, how deeply disappointed I am in you. No explanation - just your resignation is desired."

Judson tries to speak, but Mr. Williams is already dictating to his stenographer. With dignity, Judson turns and walks briskly out. Goes to his desk, writes his resignation and, sending it in, leaves the Bank. Judson's pride would not permit him to try to explain to Mr. Williams as he had in mind his encounter with Mrs. Williams the day before in the lingerie department and felt it had been discussed at the Willam's breakfast table. If these life-long friends and associates were so willing to believe evil of him there seemed little hope. But even with the trying events of the day, he felt light-hearted when he thought of Gerry waiting for him. She had told him her name was Geraldine Doran with the rest of her story. He had believed it all.

Geraldine sleeps late the next morning. Her mother waits anxiously with the paper in her hand for her to awaken? After she has had some breakfast, she shows it to her. They both realize what it will mean to Judson at the bank, and they decide they must go at once to Mr. Williams and explain. They find Mr. Williams has gone to lunch and Judson has left the bank for good. They hastily return to the apartment. They find Judson has already been there. He has left a note, however, addressed to Mrs. Went-worth. Finally realizing it is for her, Gerry opens it.

> "To my wife. I returned and even you had left. Today th world had judged me, even my best friends have pronounced me guilty. I did not mind that because I hold in my heart that you were sincere and possibly had learned to love me in some measure as I love you. Now that is even gone from me.

I am leaving to start life anew. If I have misjudged you, forgive me and write in care of General Delivery, San Francisco. If I hear from you, I should like to send for you immediately as I love you devotedly - even doubting you.

Jud."

Geraldine weeps violently. Her mother suggests they return home at once as they can reach there as soon as a letter and Geraldine wants more than anything else to make a full confession of it all to Judson and have him know of her love for him. On arriving in San Francisco the next morning, Judson goes at once to one of the Banks he has heard previously there was a good future in, and asks to see Mr. Miller, the President. He is shortly ushered in. He, of course, has no idea it is really Geraldine's father. He explains he has severed his connections with the First National in the Southern City and would like to find an opening with his institution. Mr. Miller considers him with favor and decides at once to give him a chance. He is instructed to come in the morning ready for work. Things are looking brighter and he goes to the post office thinking surely he will have a letter. He turns away from the General Delivery window greatly disappointed and walks out the opposite entrance just as Geraldine enters the front entrance with a letter in her hand.

The next morning, Judson confidently enters the bank. He goes to report to Mr. Miller. He finds Miller going over his morning telegrams and mail. He is greeted cordially and sits down to wait until Mr. Miller is at liesure. Suddenly, Miller looks up from a message he is reading and enquires:

"What's this, Wentworth? Naturally, after you left yesterday, I dropped my old friend, Williams, of the First National a wire

for your record and here's his reply." He hands Judson the message

"G. Miller, Union Trust,
San Francisco.

Wentworth good man, but in serious scrape with woman here. Suggest you investigate before employing him.

Williams."

Judson's humiliation is pathetic. Miller looks at him kindly.

"Many a good man has ruined his career for a worthless woman, Wentworth. Sorry, I can't take you. Better get into some other line where personal habits don't count." With a nod of dismissal from Miller, Judson stumbles out. In a dazed way, he starts to cross Market Street. Intent on his troubles, he does not see two cars approaching and is caught between them and hurled to the grou He is picked up unconscious and taken to the hospital.

On arriving home, Geraldine and her mother drive at once to the bank to see Mr. Miller. Mrs. Miller tells him the story. He rages and stamps about his office in a fury. Finally he calms down long enough to say, "Well, where is the man?"

Geraldine has been idly looking over her father's desk in preference to looking at him. She suddenly grasps a telegram and demands:

"Where is he? Where is my husband?"

In astonishment, Mr. Miller tells the story. They agree the only thing to do is to find Wentworth, and now that Mr. Miller knows the truth, he is more than anxious to have him with him in the bank, if the young people find their love is real after everything has been straightened out.

They at once start a hunt for Judson, but can find no trace of him. Finally in despair, Geraldine goes to the post-office and enquires at General Delivery for Mr. Wentworth's mail. Her own letters are handed to her and she realizes she may never be

able to locate him. She grieves until her parents become exceedingly anxious about her and every effort is made to divert her mind from the unfortunate affair.

In the meantime, Judson is convalescing at the hospital. His one diversion has been a delightful friendship that has sprung up between him and a little lad of ten who has been there for some time recovering from a serious operation on his knee. They spend their afternoons in their wheel chairs on the roof, conversing about all kinds of tales of adventure. Judson is the first to be dismissed from the hospital. Ben's grief is very real at losing his new dear "pal". Judson promises to come for him the first nice afternoon and take him through Golden Gate Park. Not forgetting his promise a few days later, Judson drives to the hospital with a large sail boat in his arms. Amid great excitement among the nurses, Ben is made ready and they start for Stow Lake to said the boat. They have a wonderful time. As Ben is still unable to walk much, Jud goes around to the other side of the Lake to bring the boat back. As he crosses the bridle path, he sees a runaway horse tearing down, the rider a girl, has lost her stirrup and is hanging around the horse's neck. Judson steps to one side and as they pass he springs out and grasps the bridle. He assists the girl to her feet. She is unhurt but greatly frightened. Tying the horse to a tree, he takes her to the waiting automobile where Ben is sitting. She accepts Jud's offer to drive her home. Recovering the boat, they start back to the city. The young woman, Isabelle Spencer, becomes very much interested in little Ben during the drive. As they leave the park, they pass a car just entering. They are so engrossed in their conversation they do not notice the agitation of an attractive young woman in the opposite car.

Geraldine and her mother are out driving. Geraldine catches

a glimpse of Jud as the cars pass. She frantically calls to the chauffeur to turn about. He does so as soon as possible, but by the time it is accomplished, the other car has disappeared from sight. Geraldine is greatly upset, first at losing track of Jud and then remembering he was riding with a pretty woman and they were both greatly absorbed in a child, she is in an agony of doubts and jealousy. She begs to return home, but her mother reminds her of a tea engagement at Dorothy Benson's. As they pull up in front of the Benson residence, a car drives away after having deposited a girl in riding clothes. As Isabel starts to enter the house, she catches sight of Geraldine just arriving. Isabelle apologizes for coming in the clothes she is wearing and starts to tell the girls of her accident and the thrilling adventure she has had with the adorable handsome man. It suddenly comes to Geraldine that Isabelle is the girl she passed riding with Jud. In great excitement, she questions Isabelle and finds she does not eve know his name, nor has she any idea where he can be located. The g girls all wonder at Geraldine's keen interest. She realizes how unexplainable it is and tries to assume no further interest.

On leaving, she starts a tour of the hospitals. She finally locates the one where Judson has been. Little Ben has already been returned and she is informed Mr. Wentworth did not leave an address. In despair she returns home. Her mother meets her with an air of supressed excitement, but in her distress Geraldine does not notice it. Her mother tells her her father wants to see her in the library before dinner. She languidly starts to dress, every few minutes bursting into tears.

Having returned Ben to the hospital, Judson has the driver take him to the hotel where he is stopping. As he enters the revolving door, Mr. Miller is passing out on the other side. They

recognize each other and with a curt nod Wentworth passes ~~xxx~~ on, but not so Miller. He cannot whirl the door around fast enough to reach Wentworth's side. Judson is greatly astonished at his cordiality and more so when Mr. Miller asks to accompany him to his room for a chat. On reaching there, however, Miller wastes no time in telling him the story, starting with Geraldine's wager. Wentworth is stupefied for a moment. It is not until Mr. Miller tells him of Geraldine's grief that he realizes he has won her love. Miller insists he accompany him home for dinner. Judson dresses and they reach the house shortly before Geraldine arrives home. The Millers are delighted to find that the young man who caused them so much worry is after all presentable and all that they can desire in a son-in-law. They plan to surprise Geraldine. Therefore, she is quite unprepared as she walks into the library to walk ~~to~~ into Judson's arms. Their happiness is complete. After the family think they have had time enough alone, they enter and offer congratulations. There is much rejoicing as there could have been if a long lost son had unexpectedly appeared. Suddenly Geraldine jumps up and runs to the desk, grabbing a pad of telegram blanks, she starts writing hurriedly. She writes half a dozen before she stops. Judson laughingly walks over to pull her away from the desk. She hands him a message addressed to one of the girl in the South;

Miss Irene Bradly,
1480 Grand Ave.

Shall order the Lucille gown while we are in New York on our honeymoon. Be prepared to receive the bill.

Devotedly -- Geraldine Wentworth.

THE END.

The Travelers Insurance Company

L. F. Butler, President

Hartford, Conn.

LIFE DEPARTMENT
EDWARD B. MORRIS, ACTUARY
ASSISTANT ACTUARIES
H. PIERSON HAMMOND
W. RULON WILLIAMSON
JAMES S. ELSTON
W. NELSON BAGLEY

June 3, 1920.

Miss Agnes Wiener,
D. W. Griffith Studio,
Mamaroneck, New York.

Dear Madam:- Re Policy #361365 - David W. Griffith

Your letter of May 31st has been received. Mr. Griffith's contract was written June 6, 1916 on the 10 Year Non Renewable Term plan for $150,000 and premiums are credited to June 6, 1920. The contract provides that conversion may be made within eight years from the date of issue, without medical examination, to any Life or Endowment contract issued by the company.

The insured has the choice of two methods of conversion. First, the conversion may be made as of original date by the payment of the sum of the differences between the annual premium then charged by the company for the form of policy chosen and the premium on the present policy, with interest compounded at 5%.

Second, the conversion may be made as of present date with no charge to the insured, in which case the premium on the new contract will be the premium charged by the company on that form at the present time and at the insured's attained age.

For any further advice in regard to this matter we would refer you to Mr. A. J. Frith, Assistant Superintendent of Agencies, 76 William Street, New York City.

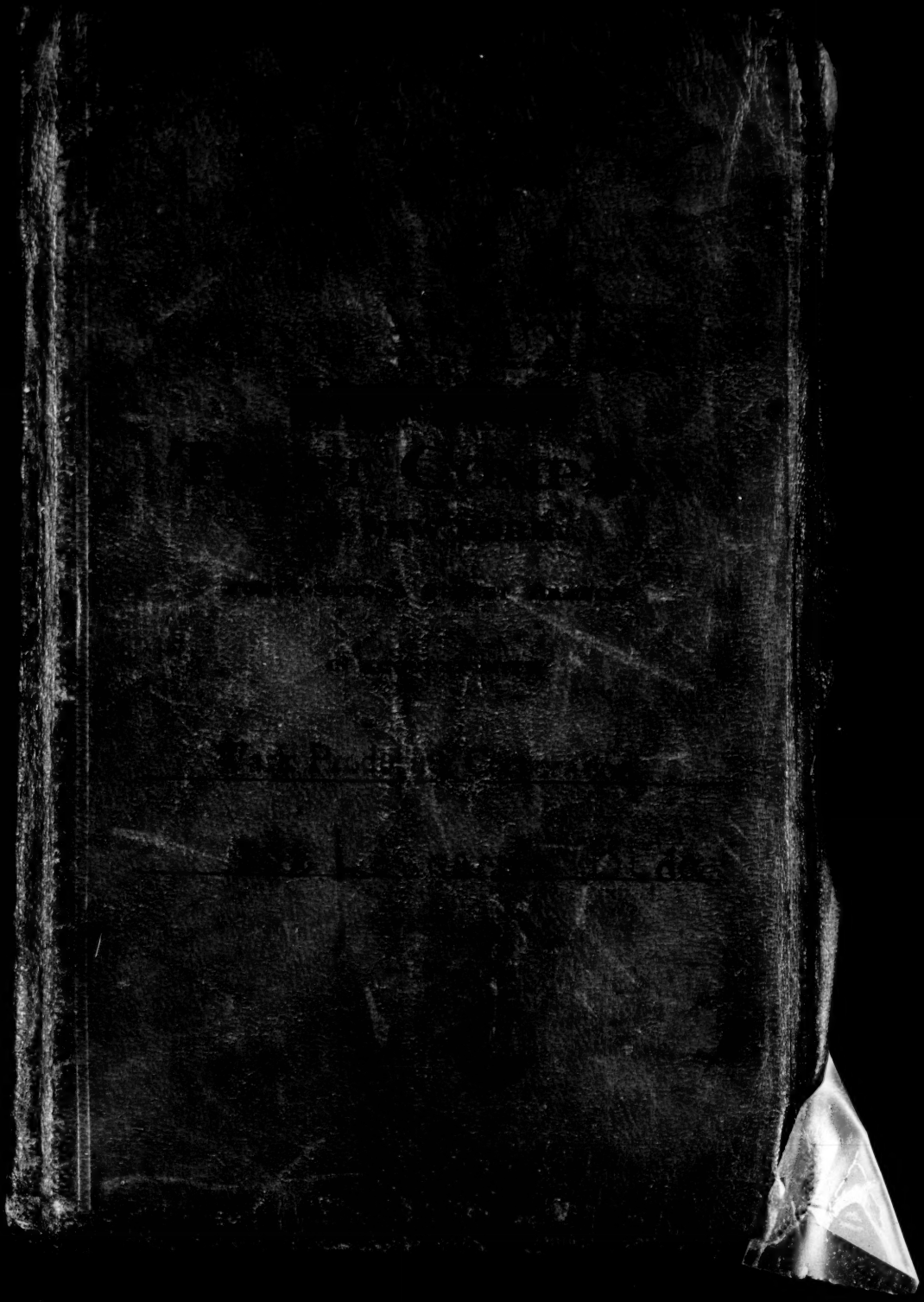
The change in Mr. Griffith's address has been noted.

Sincerely yours,

E. B. Morris

Actuary.

WM:K



NOTICE TO DEPOSITORS

Items received for deposit, drawn on others than ourselves, are accepted only for entry and collection.

It is agreed between the depositor and ourselves that we act as collecting agent for the depositor of all such items, undertaking only to exercise due care in forwarding and presenting the same direct or through other agents, by mail or other usual channels, to the bank drawn upon for payment in cash or bank draft, and we are authorized by the depositor to charge back to his account any unpaid items, whether or not such items are or can be returned.

#5-

Pass book R-3d Jan 1921

W. C. Dalrymple

D. W. GRIFFITH COLLECTION
MUSEUM OF MOD...

Dr. CENTRAL TRUST COMPANY, *in acc't*

(Forty-Second Street Branch)

JUN 4 - 1923		
	A	204320
10	C	17547
11	D	45375
15	D	23753
22	B	191855
26	D	80236
30	H	47037
30	I	2400 -
July 2	D	683.
9	D	13710
9	H	731 -
16.	I	410060
20	B	149293
27	B	60450
30	B	339395

with Wark Producing Corporation Cr.

Aug	7		9549
	7		75605
	10		53061
	20		81838
	26		85538
	28		18803
SEP 8 - 1920			98021
	9		176843
	14		29609
	14		42495
	14		45470
	20		22951
	25		649 —
	29		75120
Oct.	6		65937
	9		30867

Dr. CENTRAL TRUST COMPANY, *in acc't*

(Forty-Second Street Branch)

OCT 14 1920		28347
16		400
"		57579
21		67488
26		25170
NOV 3 - 1920		203343
13		106708
19		119315
17		101724
DEC 6 - 1920		98562
16		122662
21		60692
27		45171
APR 21 1921		919396
28		109550

with Wark Producing Corporation Cr.

MAY 4 1921		1	39501
	9		45262
	17		46664
	24		35810
June	1		88473
	8	6	38134
	14		30250
	22		14569
	28		17592
	30	1	15203
		1	9555
	8		11744
	12		17964
	15		100
	20		13557

Dr. CENTRAL TRUST COMPANY, *in acc't*

(Forty-Second Street Branch)

July 27			66385
AUG 4 1921			1500-
	4		29436
	23		119794
	30		16437
Sept	7		28718
	13		11704
	20		25502
	27		21471
OCT 5 1921			78430
	11		13908
	19	6	29938
	26		18823
Nov	4		19054
	9		56161
	10		375

with Wark Producing Corporation Cr.

Nov 16		128349
22		35547
29		49388
DEC 6 1921		30813
13		30593
21		72106
28		5833
29		14000
JAN 10 1922		15071
18		26133
24		78399
FEB 7 1922		10160
14		50090
25		10115
MAR 1 1922		43495

Dr. CENTRAL TRUST COMPANY, *in acc't*

(Forty-Second Street Branch)

MAR 8 1922		33417
14		160577
20		89805
24		1306
27		49074
28		44087
Apr. 5		72986
6		444
11		371
13		25—
18		681—
25		4061 3
26		10000
MAY 2 1922		5608

with Wark Producing Corporation Cr.

MAY 9 - 1922		18060
16		101911
24		39589
23		4222
31		5548
JUN 8 - 1922		40842
14		17568
17		4365
28		22373
JUL 6 1922		5000-
11		36577
17		28631
AUG 7 1922		25250
8		16409
29		100

Dr. CENTRAL TRUST COMPANY, *in acc't*

(Forty-Second Street Branch)

AUG 30 1922		12773
31		5000
SEP 12 1923		11572
13		183360
28		40224
OCT 16 1922		2657
1100 14		22479
14/13		7631
16		3000
21		4000
JAN 2 - 1923		4000
8		2000
15		19838
15		81936
March 7/23		27906

with Wark Producing Corporation Cr.

MAR 24 1923

Apl. 7		420
		4000
19		4000
		1944
MAY 8 - 1923		3625 0
		9731

FORM 124

DEPOSITED IN

CENTRAL UNION TRUST COMPANY

OF NEW YORK

FORTY-SECOND STREET OFFICE.

BY

Work Producing Corp

8/31/21 192

	DOLLARS	CENTS
COIN.		
BILLS.		
CHECKS.	10 000 —	

SAFE DEPOSIT VAULTS

Stark Producing Co

Int of 1.833 60

Fee 74.000 @ .0764

Please refer your reply
to I. T.

TREASURY DEPARTMENT

INTERNAL REVENUE SERVICE

OFFICE OF THE COLLECTOR
SIXTH DISTRICT OF CALIFORNIA

LOS ANGELES, CALIF.

June 4, 1920.

D. W. Griffith Studio,
Orienta Point,
Mamaroneck, N. Y.

Sirs:

Receipt is acknowledged of your letter of May 25th received in this office on May 29th. We beg to advise you that this office has not the power to grant extensions of time in the payment of installments of income tax.

You may direct a request to the office of the Commissioner of Internal Revenue, Income Tax Division, but if such an extension be not granted by that office, this office is without option in collecting penalty and interest called for inthe Revenue Act.

Respectfully,

JOHN P. CARTER, Collector,
By Wm E White
Chief Office Deputy.

SC/MI

76

June 4th 1920.

Saenger Amusement

Mr. W.H. Guringer,
c/o Saenger Amusement Company,
Goodrich Building,
New York City.

Dear Sir:-

Enclosed herewith please find copy of contract giving you rights on the "FALL OF BABYLON" and "MOTHER AND THE LAW" for the States of Louisiana and Mississippi under date of the 4th day of June, 1920, as per terms therein stated. This contract is delivered to you with the understanding that the sight draft drawn upon you today will be honored and payable at once upon all the terms and conditions thereof.

Very truly yours,

AHTB/GD
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

C O P Y

WARK PRODUCING CORPORATION

with

A G R E E M E N T

DATED:

THIS AGREEMENT, made the 4th day of June, 1920, by and between WARK PRODUCING CORPORATION, organized under the Laws of the State of New York, hereinafter referred to as the "Lessor", party of the first part, and SAENGER AMUSEMENT COMPANY, organized under the Laws of the State of Louisiana, herein referred to as the Lessee, party of the second part.

W I T N E S S E T H :

WHEREAS, the Lessor has produced certain motion pictures entitled "THE FALL OF BABYLON" and "MOTHER AND THE LAW" from the copyrighted motion picture photoplay "INTOLERANCE", and

WHEREAS, the Lessee desires to acquire exclusive rights of distribution and exploitation of said motion picture productions, "The Fall of Babylon" and the "Mother and the Law" in the territory hereinafter described and for the time and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants and agreements herein contained, the parties hereto do covenant and agree as follows:

FIRST: The Lessor hereby grants to the Lessee the sole and exclusive right, subject to the performance of the terms and conditions required to be performed by said Lessee, to distribute or exploit the aforesaid motion picture productions entitled "The Fall of Babylon" and the "Mother and the Law" (but only in a dignified manner commensurate with the artistic qualities of the production, as prepared by the Lessor, and with appropriate musical accompaniment) in the

States of Louisiana and Mississippi, and not elsewhere, for a period of Four (4) years from the date hereof.

SECOND: The Lessee shall pay to the Lessor in the manner hereinafter set forth for the territorial rights hereby granted the sum of Four thousand ($4,000.) Dollars, cash as follows:

Four thousand ($4,000.) Dollars cash paid before the execution of this agreement, receipt of which said sum is hereby acknowledged.

~~Dollars within Sixty (60) days from the date hereof.~~

THIRD: The Lessor further agrees to deliver to the Lessee, within ~~Sixty~~ days one print of each of said photoplays at a further cost and rental charge which the Lessee is to pay therefor, a sum or sums at the rate of Six (6¢) cents per lineal foot of film C.O.D. for each of said photoplays so delivered, said prints, however, to remain the property of the Lessor and to be returned to the Lessor as hereinafter more fully provided for. And the Lessor further agrees as long as the negative of each or either of said photoplays are in existence to furnish to the Lessee prints or parts of prints (in lengths, however, of not less than one hundred (100) feet in the continuity of the story as delivered) of said production during the life of this contract at the rate of Six (6¢) cents per lineal foot, but such prints or parts thereof shall be used only in the continuity as furnished by the Lessor. Every print delivered by the Lessor to the Lessee hereunder is to be returned to the Lessor at its option, four years from the date hereof; and if lost or destroyed the Lessee shall supply affidavits cover-

ing the cause of its loss or destruction.

The Lessee assums existing booking contracts in the territory above described, and agrees to pay all preliminary expenses in connection with said booking contracts, except such contracts had in
as aforesaid.

FOURTH: The Lessee covenants and agrees that neither the Lessee nor the agents, servants or employees of said Lessee, will, with their knowledge, copy or duplicate said film or any portion thereof, or permit the same to be copied or duplicated, and that neither the Lessee, nor the agents, servants or employees of said Lessee will with their knowledge exhibit or cause to be exhibited any of said films in any territory other than that covered by this agreement, and that the Lessee will use every effort to enjoin and restrain the use of any copy of said productions not authorized by the Lessee to be exhibited within the territory aforesaid.

FIFTH: The Lessee further agrees in the event of the loss or destruction of any film, to notify the Lessor by telegram or telephone forthwith.

SIXTH: The Lessor will supply the Lessee with lithographs of the said productions at cost, and at which the same are supplied to the Lessor, and the Lessee agrees not to use or knowingly permit to be used within the territory hereinbefore described any lithographs not supplied by the Lessor nor any advertising matter not approved by it.

SEVENTH: The Lessee shall use only such

advertising matter as shall be furnished or approved by the Lessor and the Lessee shall purchase from the Lessor such heralds and advertising matter at cost. All lithographs, heralds and other advertising matter and accessories sold by the Lessor to the Lessee shall be re-sold by the latter at an advance not exceeding ten (10%) percent on the price at which the same are sold to the Lessees.

EIGHTH: It is understood and agreed that the positive prints which shall be delivered to the Lessee hereunder shall be used by said Lessee only in accordance with the express provisions hereof and shall not be shipped or used outside of the territory hereinbefore specified, and the title thereof shall be and at all times remain in the Lessor.

NINTH: The Lessee shall not act or hold themselves out as the agents of the Lessor and nothing herein contained shall be construed to constitute a partnership between the Lessor or Lessee hereto.

TENTH: This agreement is personal and shall not be assigned by the Lessee without the prior written consent of the Lessor.

ELEVENTH: In the event of the failure of the Lessee to pay the Lessor any money agreed to be paid to the Lessor by any provision in this agreement, the Lessor shall have the option of terminating the rights herein granted to the Lessee by giving ten (10) days' notice by registered mail to said Lessee and thereupon upon the expiration of the time specified in said notice, unless such moneys in the meanwhile are paid, such rights shall immediately cease and determine, it being distinctly agreed that the waiver of any default in

payment in any instance shall not operate as a waiver in any other instance.

TWELFTH: In the event of the breach by the Lessee of any of the other conditions in this agreement contained or in the event of the filing of a petition in bankruptcy by or against the Lessee, the Lessor may call the attention of the Lessee to such breach by registered mail and if such breach does not cease or is not remedied within ten (10) days after the mailing of such notice the Lessor shall have the option of terminating the rights herein granted to the Lessee by giving five (5) days' notice by registered mail to the Lessee and thereupon upon the expiration of the time specified in such notice such rights shall immediately cease and terminate; it being distinctly agreed that the waiver of any breach in any instance shall not operate as a waiver in any other instance.

Thirteenth: In the event of the termination of the rights of the Lessee as set forth in the two preceding paragraphs hereof, such rights shall immediately revert to the Lessor, and the Lessee shall forthwith return to the Lessor all positive prints and all unused advertising matter relating thereto which shall have been delivered to the Lessee hereunder; it being understood and agreed that the termination of the rights herein granted in the manner hereinabove provided shall not constitute a waiver of any right, claim or remedy of the Lessor by reason of such breach.

FOURTEENTH: The Lessor shall not directly or indirectly distribute or exhibit said picture in said territory during the term of this agreement.

FIFTEENTH: All notice hereunder may be addressed by either of the parties hereto to the other as follows:

To the WARK PRODUCING CORPORATION, Longacre Bldg., City of New York.

To

SIXTEENTH: This contract being signed and entered into in the State of New York, it is hereby agreed that the law to be applied to any matters arising hereunder shall be that of the State of New York.

SEVENTEENTH: It is further understood and agreed by the parties hereto that this instrument embodies the whole agreement of the parties and no representations, warranties, covenants or promises made by any representative or agent of the Wark Company or any other Company shall be binding or considered a part of any agreement between the Lessor and the Lessee unless herein expressly contained and no variation or modification of this agreement shall be made except in writing signed on the part of the Lessor by its President, who it is mutually agreed is the only person authorized to sign the same on behalf of the Lessor.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

WARK PRODUCING CORPORATION.

By Albert D. Wark Pres

SAENGER AMUSEMENT CO.

THE CORPORATION TRUST COMPANY

KENNETH K. McLAREN — PRESIDENT
RAYMOND NEWMAN — VICE PRESIDENT
HORACE S. GOULD — VICE PRES.& SECY.
R. STAFFORD MANTZ — TREASURER
NORMAN H. McLAREN — ASST. TREASURER

TRUST AND TRANSFER DEPARTMENT

THOMAS F. BARRETT — TRUST OFFICER
TRACY S. BUCKINGHAM — ASST. TRUST OFFICER
JAMES A. BLAKELY — ASST. TRUST OFFICER

ORGANIZATION DEPARTMENT

JOHN J. JANSEN, JR. — ASST. SECRETARY
HARLAN S. PERRIGO — ASST. SECRETARY

INCOME TAX DEPARTMENT

WILLIAM P. POWELL — ASST. SECRETARY
J. L. SCHLICHTING — ASST. SECRETARY

JOHN H. SEARS — ATTORNEY

THIRTY SEVEN WALL STREET

NEW YORK

THE CORPORATION TRUST COMPANY AND AFFILIATED COMPANIES

AFFILIATED WITH
THE CORPORATION TRUST COMPANY
SYSTEM
ORGANIZED 1892
15 EXCHANGE PLACE
JERSEY CITY, N.J.

CHICAGO
PHILADELPHIA
PORTLAND
ST. LOUIS
WILMINGTON
WASHINGTON
PITTSBURGH

BOSTON
CORPORATION REGISTRATION CO.

LOS ANGELES
THE CORPORATION COMPANY

June 4, 1920.

Re: D. W. GRIFFITH, INCORPORATED.

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Sir:-

Pursuant to your instructions we have prepared and hand you by messenger draft of certificate of incorporation of the above named company in the State of Maryland.

Will you please examine same and advise if it meets with your approval, or indicate thereon such changes as you wish to be made.

Yours very truly,

THE CORPORATION TRUST COMPANY,

ESH/EE

J. J. Jansen Jr.
Assistant Secretary.

D. W. GRIFFITH, INCORPORATED.

CERTIFICATE
OF
INCORPORATION

Organized under the laws of
the State of MARYLAND.

CERTIFICATE OF INCORPORATION

OF

D. W. GRIFFITH, INCORPORATED.

.....

THIS IS TO CERTIFY:

FIRST: That we, the subscribers, EDMUND S. HAWLEY, whose post-office address is No. 37 Wall Street, New York, N.Y. FERDINAND H. BUTEHORN, whose post-office address is No. 37 Wall Street, New York, N.Y., and JAMES L. WATSON, whose post-office address is No. 37 Wall Street, New York, N.Y., all being of full legal age, do, under and by virtue of the General Laws of the State of Maryland, authorizing the formation of corporations, associate ourselves with the intention of forming a corporation.

SECOND: ~~Name.~~ The name of the corporation, (which is hereinafter called the "Corporation"), is D. W. GRIFFITH, INCORPORATED.

THIRD: ~~Purposes.~~ The purposes for which the Corporation is formed and the business or objects to be carried on and promoted by it are as follows:

To purchase, own, produce, distribute and present, and to license others to produce and present motion pictures, theatrical plays and operas, and to acquire and hold, sell, assign and transfer copyrights and uncopyrighted stories, articles, books, scenarios, plays and operas.

To build, purchase, own, operate, manage and sell, theatres, music halls and places of amusement in general; to let the same and to conduct in respect to the same a general amusement business in all its branches.

To carry on the business of theatrical proprietors, music hall proprietors, entertainers for public entertainments, concerts, vaudeville and public exhibitions and other variety entertainments, and to provide, engage and employ actors, dancers, singers, athletic and musical artists; and to produce and present to the public all sorts of shows, motion pictures, exhibitions and amusements which are or may be produced at a theatre or music hall, and to acquire copyrights, rights of presentation, licenses and privileges of any sort likely to be conducive to the objects of the company, and to employ persons to write, compose and present plays, songs and music, and to remunerate such persons, and to print and publish, or cause to be printed or published any play, poem, song, or words which the company may have the right to publish, and to sell, distribute or deal in any matter so printed as the company may see fit, and to grant licenses in respect to any property of the company to any other person, firm or company.

To manufacture, purchase, sell, import, export, distribute, rent, lease, repair and operate motion picture films, motion picture cameras and motion picture projecting machines and apparatus, lantern slides, and apparatus and devices of every kind that may be necessary or incidental to the foregoing business or in connection with the production upon the theatrical stage of motion picture exhibitions and the giving of vaudeville performances in conjunction therewith.

To carry on a general advertising business in all its branches both as principal and agent; to carry on the business of printers, stationers, book sellers, publishers, and in general to undertake and transact an agency business within the limitations imposed by the General Corporation Law.

To buy, sell, and deal in tickets for theatres, music halls and all places of amusement or entertainment.

RIDER 3:

To aid in any manner any corporation or association any stocks, bonds or other securities or obligations of which are held by or for this Corporation, or in which, or in the welfare of which, this Corporation shall have any interest, and to do any acts or things designed to protect, preserve, improve or inhance the value of any such shares of stock, bonds, or other securities or obligations, or any other property of this Corporation.

To guarantee the payments of dividends upon capital stock of, or the performance of any contract by, any other corporation or association in which this Corporation has an interest and to endorse or otherwise to guarantee the payment of the principal and interest, or either, of any bonds or other securities or obligations created or issued by any such other corporation or association

To buy, sell, import and export, deal in and with goods, wares and merchandise of every kind, necessary or useful in connection with the purposes of this corporation.

To purchase, lease, erect or otherwise acquire, exchange, sell, let or otherwise dispose of, own, maintain, develop and improve any and all properties, real or personal, plants, depots, factories, warehouses, stores, buildings, or other places useful in connection with the business of the corporation.

To apply for, obtain, purchase or otherwise acquire any and all patents, patent rights, copyrights, licenses and privileges, inventions, improvements and processes, trade marks, trade names, labels, designs, brands and blends relating to or useful in connection with any business of the corporation, and to use, exercise, develop, grant licenses in respect of, sell, traffic in and exchange the same.

To subscribe to, purchase and acquire, hold, own, invest in, assign, pledge or otherwise dispose of, or deal in the stocks, bonds and other securities and obligations of any other corporation, domestic or foreign, and issue in exchange therefor its stocks, bonds or other obligations, and, while the owner of any such stock, bonds or other obligations, to possess and to exercise in respect thereof all the rights, powers, and privileges of individual owners or holders thereof, and to exercise any and all voting powers thereon.

Rdw3

To the extent permitted by law, to acquire the good will, rights and property, and to undertake the whole or any part of the ~~assets and~~ liabilities of any person, firm, association or corporation engaged in a similar business, and to pay for the same in cash, stock or ~~bonds~~ of this Corporation or otherwise.

RIDER 4:

Except as herein otherwise specifically provided, to carry out all or any part of the aforesaid purposes and to conduct its business in any or all of its branches in any or all states, territories, districts, colonies and dependencies of the United States of America and in foreign countries; and to acquire (by purchase, exchange, lease, hire or otherwise) own, hold, develope, operate, sell, assign, transfer, exchange, mortgage, pledge, or otherwise dispose of, or turn to account and convey, real and personal property, and rights and privileges therein and to maintain offices and agencies, in any or all territories, districts, colonies or dependencies of the United States of America and in foreign countries.

It is the intention that the objects and purposes specifiedk in the foregoing clauses of this Article Third, shall not, unless otherwise specified herein, be in any wise limited or restricted by reference to, or inference from, the terms of any other clause of this Article; but the objects and purposes specified in each of the clauses in this Article shall be regarded as independent objects and purposes.

It is also the intention that said clauses be construed as both purposes and as powers, and, generally, that the Corporation shall be authorized to exercise and en-

RIDER 4(continued.)

joy all the powers, rights and privileges, granted to, or conferred upon, corporations of this character, by the laws of the State of Maryland, and the enumeration of certain powers as herein specified is not intended as exclusive of, or as a waiver of, any of the powers, rights or privileges granted or conferred by the laws of said State now or hereafter in force; provided, however, that the Corporation shall not have the power to carry on, and is hereby prohibited from carrying on, the business of erecting, maintaining and/or operating property, lines and/or works and/or transacting any other business whatsoever within the State of Maryland, the construction, maintainance and operation, and/or transactions of which would disentitle it to be classified as an ordinary business corporation under the laws of the State of Maryland; nor shall it carry on in any state, territory, district or country any business, or exercise any powers, which a corporation organized under the laws of said state, territory, district or country could not carry on or exercise, except to the extent permitted or authorized upon the laws of said state, territory, district or country.

Rider I

liabilities.

The Balance Sheet as of April 30, 1920 of the business tobe transferred tothe New Company will be as set forth in Schedule C heretoannexed.

The total authorized capital stock of the New Company will be 500,000 shares, without par value, divided into 125,000 shares of Class A stock and 375,000 shares of Class B stock. The rights, priorities and privileges of said classes will be ~~substantially as follows:~~

~~(1)~~ I Out of the surplus or net profits arising from the business of the ~~New Company~~ Corporation the holders of Class A stock shall be entitled in each fiscal year of the ~~New Company~~ Corporation to receive dividends at the rate of $1.50 per share per annum, payable quarterly, semi-annually or annually and on such dates as the Board of Directors may determine, before any dividends shall be paid or declared or set apart for payment upon the Class B stock in such fiscal year; but such dividends shall not be cumulative.

~~(2)~~ II Out of any surplus or net profits arising from the business of the ~~New Company~~ Corporation remaining after full dividends as aforesaid on the Class A stock shall have been paid or set aside, ~~and after or concurrently with the making payment of or provision for full dividends on the Class A stock for~~ the current fiscal year, dividends may be paid or declared or set aside for payment in such fiscal year upon the Class B stock

RIDER 5

If upon any such liquidation, dissolution or winding up the assets thus distributable among the holders of Class A stock shall be insufficient to permit the payment to the holders of Class A stock of the sums aforesaid, then the entire assets of the Corporation to be distributed shall be distributed ratably among the holders of the Class A stock.

After amounts as aforesaid shall have been paid to, or set aside for,

to the exclusion of the holders of Class A stock, up to but not exceeding dividends at the rate of $1.50 per share per annum; but such dividends shall not be cumulative.

III Out of any surplus or net profits arising from the business of the ~~New Company~~ Corporation remaining after such payment of full dividends upon the Class A stock and the Class B stock in any fiscal year, and after making such provision, if any, as the Board of Directors of the Corporation may deem necessary for working capital, dividends may be paid or declared or set aside for payment in such fiscal year upon the Class A and Class B stock share and share alike.

IV In the event of any liquidation, dissolution or winding up of the ~~New Company~~ Corporation, the holders of Class A stock shall be entitled to receive, if such liquidation, dissolution or winding up be involuntary, an amount equal to $20.00 per share, or, if such liquidation, dissolution or winding up be voluntary, an amount equal to $25.00 per share, for every share of their holdings of Class A stock, before any distribution of the assets shall be made to the holders of Class B stock. Rider 5 ~~After such sum has been paid to~~ the holders of Class A stock, the holders of Class B stock shall be entitled to receive out of the remaining assets, if such liquidation, dissolution or winding up be involuntary, an amount equal to $20.00 per share, or if such liquidation, dissolution or winding up be voluntary an amount equal to $25.00 per share, for every share of their holdings

D. W. GRIFFITH COLLECTION
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RIDER 6

If said remaining assets shall be insufficient to permit the payment to the holders of Class B stock of the sums aforesaid, then the entire amount of said remaining assets shall be distributed ratably among the holders of the Class B stock.

of Class B stock. Any assets remaining after the holders of both Class A stock and Class B stock shall have received the amounts aforesaid, shallbe distributed ratably among the holders of the Class A and Class B stocks share and share alike, without any preference, priority or distinction between said Classes.

V. Without the affirmative vote or written consent of the holders of a majority of the Class A stock, the Corporation ~~New Company party~~ shall not:

(1) dispose (by sale, consolidation, merger, lease or otherwise) of the property and business of the Corporation ~~New Company~~ substantially in their entirety; provided, however, that the sale of films in usual practice of the business shall not be deemedto be limited hereby;

(2) voluntarily liquidate or dissolve or wind up;

(3) create or assume any mortgage or other lien to secure an issue of bonds or otherwise, other than purchase money mortgages or liens;

(4) create any shares of stock having priority over or on a parity with Class A stock or increase the authorized Class A stock;

(5) create or issue or assume or guarantee any bonds, notes or other evidences of indebtedness maturing later than one year from the date of issue.

VI. The Corporation ~~New Company~~ shall at all times during the employment by it of Mr. D. W. Griffith carry and maintain insurance in the amount of $500,000 upon his life and against his total disability, payable to it,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

if obtainable, and shall at all times, unless the holders of two-thirds in amount of Class A stock at the time outstanding shall otherwise consent in writing, carry insurance on its other principals and stars payable to it in the amount of $500,000 if obtainable. Any proceeds of any such insurance on the life of David W. Kruffeth or total disability shall forthwith upon collection be deposited in a bank or trust company in New York City and all amounts so deposited shall, for a period of six months after such deposit, be applied by the Corporation to the purchase of shares of the Class A stock if and to the extent that such shares shall be tendered to it at a price not exceeding $15.00 per share; and to the extent that any amount so deposited shall not be exhausted by the purchase of stock so tendered within said period of six months from its deposit, the balance of such amount shall upon the expiration of said period immediately revert to the general treasury of the Corporation. Any proceeds of any insurance carried by the Corporation upon other principals and stars shall be paid into the general treasury of the Corporation without restriction as to its use. Within one week after any moneys shall be set aside for the purchase of Class A stock under the provisions of this paragraph VI, the Corporation shall notify the holders of the Class A stock by letter sent by registered mail addressed to them at their last address of record with the Corporation, of the amount so set aside and soliciting tenders of Class A stock within said period of six months.

To borrow money for the purposes of the Corporation and to issue bonds, notes and other obligations, and to secure the same by pledge or mortgage of the whole or any part of the property of the corporation, either real or personal, or to issue bonds, notes, debentures or other obligations without any such security, and to sell or pledge such bonds, notes or other obligations, whether secured or unsecured, for its proper corporate purposes.

Rider 4

FOURTH: ~~Principal office and Resident Agent~~. The postoffice address of the place at which the principal office of the Corporation in this State will be located is No. 101 East Fayette Street, Baltimore, Maryland. The resident agent of the Corporation is J. Bannister Hall, Jr., whose postoffice address is No. 101 East Fayette Street, Baltimore, Maryland. Said resident agent is a citizen of the State of Maryland, actually residing therein.

Rider X

~~FIFTH~~: ~~Directors~~. The Corporation shall have six directors, and the following shall act as such until the first annual meeting or until their successors are duly chosen and qualified:

~~CLASS A~~ ~~CLASS B~~

After

B

~~SIXTH: Authorized Stock.~~ The total amount of the authorized capital stock of the Corporation is five hundred thousand (500,000) shares without nominal or par value, of which one hundred and twenty-five thousand (125,000) shares are Class "A" stock, and three hundred and seventy-five thousand (375,000) shares are Class "B" stock.

put

The following is a description of each class of stock with the preferences, voting powers, restrictions and qualifications thereof:

The holders of the Class "A" stock shall be entitled to receive out of the surplus or net profits of the business of the corporation in any one year dividends at the rate of One Dollar and fifty cents ($1.50) per share per annum payable at such time as may be determined by the board of directors. Such dividends on the Class "A" stock shall be payable before any dividends shall be paid or set apart on the Class "B" stock. Whenever in any one year dividends at the rate of One Dollar and fifty cents ($1.50) per share per annum upon the Class "A" stock shall have been declared and the same shall have been paid by the corporation or the funds for the payment thereof shall have been set aside, the board of directors may declare dividends on the Class "B" stock, payable at such time as the board may fix out of any remaining surplus or net profits.

After dividends aggregating One Dollar and fifty cents ($1.50) per share shall have been paid on or set aside for the Class "B" stock during any one year, the Class "A" and Class "B" stock shall participate share and share alike in any further distribution of surplus or net profits during that year.

In the event of a voluntary dissolution of the corporation, the holders of the Class "A" stock shall be entitled to be paid twenty-five dollars ($25) per share before any amount shall be paid or any assets distributed to the holders of the Class "B" shares, and after the holders of the Class "A" stock shall have received payment of the amount payable to them as hereinbefore provided, or the funds for the payment thereof shall have been set aside, the holders of Class "B" stock shall be entitled to be paid $25. per share and after the holders of Class "B" stock have received payment of the amount payable to

them as hereinbefore provided or the funds for the payment thereof shall have been set aside, the remaining assets and funds of the corporation shall be divided and paid to the holders of Class "A" and Class "B" stock, share and share alike.

In the event of any liquidation, dissolution or winding up of the corporation other than a voluntary dissolution the holders of Class "A" stock shall be entitled to be paid $20. per share before any amount shall be paid or any assets distributed to the holders of Class "B" shares and after the holders of Class "A" stock shall have received payment of the amount payable to them as hereinbefore provided or the funds for the payment thereof shall have been set aside, the holders of Class "B" shares shall be entitled to be paid $20. per share and after the holders of Class "B" shares shall have received payment of the amount payable to them as hereinbefore provided or the funds for the payment thereof shall have been set aside, the remaining assets and funds of the corporation shall be divided and paid to the holders of Class "A" and Class "B" stock, share and share alike.

The corporation shall have power to redeem at any time after three (3) years from the issue thereof all of Class "A" stock but not in part at any time on 90 days' notice at ~~$25. per share~~. Each share of Class "A" or Class "B" stock shall entitle the holder thereof to one vote at any meeting of stockholders.

No additional preferred stock shall be created, nor shall any mortgage, lien or encumbrance of any kind upon any part of the real or personal property, assets, effects, undertaking or good will of the Company be created or be valid or effective unless the same shall have been previously authorized

by the consent of the holders of a majority in interest of the outstanding Class "A" stock of the Company, given in person or by proxy, either in writing or at an annual meeting or at a special meeting called for that purpose; but this prohibition shall not be deemed or construed to apply to, nor shall it operate to prevent the giving of purchase money mortgages, or other purchase money liens on property to be hereafter acquired by the Company, or the acquiring of property subject to mortgages, liens and encumbrances thereon then existing, nor to the pledging by the Company as security for loans made to it in the regular and current conduct of its business of notes or accounts receivable or other liquid assets or of any stocks, bonds or other securities owned by it.

The holders of Class "A" stock shall elect two members of the board of directors, and the holders of Class B stock shall elect four members of the board. If a vacancy shall occur from any cause, such vacancy shall be filled by the holders of the class of stock which elected the original incumbent.

~~SEVENTH:~~ 7. ~~Issuance of Stock.~~ The Board of Directors of the Corporation is hereby empowered to authorize the issuance from time to time of shares of its stock, without par value, of any class for such consideration as said Board of Directors may deem advisable, subject to such limitations and restrictions, if any, as may be set forth in the By-Laws of the Corporation.

~~EIGHTH:~~ Seventh. The following provisions are inserted for the regulation and conduct of the affairs of ~~said~~ the Corporation, and it is expressly provided that the same are intended to be in furtherance and not in limitation or exclusion of the powers conferred by statute:

1. The by-laws of the Corporation may fix the number of directors and may prescribe the number necessary to con-

RIDER 8

Unless otherwise provided by the by-laws of the Corporation, the directors of the Corporation need not be stockholders therein.

stitute a quorum thereof, and from time to time the number may be increased or decreased, provided that in no case shall the number of directors be less than three.

2. The Board of Directors, if authorized by the stockholders or by the by-laws, by resolution passed by a majority of the whole Board, may determine two or more of their number to constitute an Executive Committee, which committee shall for the time being, as provided in said resolution or the by-laws, have and exercise any or all the powers of the Board of Directors which may be lawfully delegated in the management of the business and affairs of the Corporation, and shall have power to authorize the seal of the Corporation to be affixed to all papers which may require it.

3. The Board of Directors shall have power to make, alter or amend the by-laws of the Corporation. The by-laws so made, altered or amended may be altered or repealed by the stockholders.

4. The Corporation may in its by-laws make any other provisions or requirements for the management and conduct of the business of the corporation, provided the same be not inconsistent with the provisions of this certificate or contrary to the laws of the State of Maryland or the United States.

5. Any officer elected or appointed by the Board of Directors or by the Executive Committee or by the stockholders or any member of the Executive Committee or any other standing committee or any director of the corporation may be removed at any time, with or without cause, in such manner as shall be provided in the by-laws of the Corporation.

6. The Corporation in its by-laws or by resolution of its stockholders or directors shall have the right to prescribe reasonable rules and regulations, subject to which the

right to inspect the books and accounts of the Corporation may be exercised by the stockholders conformably with the laws of the State of Maryland.

AA from p 7.

IN WITNESS WHEREOF we have signed this Certificate of Incorporation on June , 1920.

WITNESS:

_____ as to _____

_____ as to _____

_____ as to _____

G. W. CARVER RESEARCH
MUSEUM OF TUSKEGEE

STATE OF NEW YORK)
) To Wit:
COUNTY OF NEW YORK)

THIS IS TO CERTIFY that on June , 1920, before me, the subscriber, a Notary Public of the State of New York, in and for the County of New York, personally appeared EDMUND S. HAWLEY, FERDINAND H. BUTEHORN and JAMES L. WATSON, and severally acknowledged the foregoing certificate of incorporation to be their act.

WITNESS my hand and Notarial Seal, the day and year last above written.

_____

Notary Public.

ADVANCE PROOF: 6/4/20
CONFIDENTIAL - SUBJECT TO CHANGE

125,000 CLASS "A" SHARES
No par Value
D.W. GRIFFITH CORPORATION.

We offer subject to prior sales - 125,000 shares of Class "A", no par value stock.

Class "A" shares to rank equally in every respect including dividends, with Class "B" shares, and in addition they are preferentially secured, as to assets, up to $25. per share in case of voluntary liquidation and $20. per share in case of involuntary liquidation, and, as to dividends, up to $1.50 per share per annum, payable quarterly, first payment due about October 1, 1920. They have voting power.

CAPITAL STOCK.

	Shares Auth.	Shares to be issued.
CLASS "A" shares no par value	125,000.....	125,000.
CLASS "B" shares no par value	375,000.....	375,000.

Transfer Agent:
Registrar:

We summarize as follows from the within letter of Mr.D.W.Griffith, President:

Upon orvanization, the Corporation will have no funded debt, and shall not create any mortgage or lien upon its property (except purchase money mortgages) nor create any debt maturing more than one year from the date of creation thereof, without the consent of 50% of the Class "A" shares, nor shall the Corporation, without like consent, issue any shares on a parity with or prior to the Class "A" shares.

WORKING CAPITAL

The Corporation will have approximately $2,000,000 available for Working Capital and development.

EARNINGS

The average earnings for the past few years, even under the adverse contract conditions, have been many times the dividend on the Class "A" stock,. Under the contracts taken over by the new Corporation, it is estimated that the net profits available for dividends, after making proper allowance for depreciation and Federal taxes, will be around $2,500,000 per annum. The preferential dividend on Class "A" stock will call for $187,500 per annum, and in addition, the Class "A" shares will receive 25% of all dividends paid by the Company over and above $750,000.

ASSETS.

The Balance sheet of the Company as prepared by Messrs. Price Waterhouse & Company, Certified Public Accountants, and supported as to fixed assets by the appraisal prepared by Messrs. Coates & Burchard, Public Appriasors, shows Net Worth, exclusive of Intangible Assets and after giving effect to the sale of Class "A" shares, in excess of $22.50 per share on Class "A" shares, or 150% on the offering price.

ALL OF THE PURCHASE PRICE OF THE PROPERTIES WILL BE PROVIDED THROUGH THE ISSUE OF CLASS "B" SHARES.

PRICE: $15 per share, when as and if issued and accepted by us.

LEGALITY

The legality of the formation of the Corporation and the issuance of its shares and the transfer to the Corporation of all Assets, as shown in the Balance Sheet, will be passed on by Messrs. Cravath & Henderson, New York.

BERTRON, GRISCOM & CO., Inc.
40 Wall Street, New York.
Land Title Bldg., Philadelphia, Pa.

COUNSELMAN & COMPANY
112 W. Adams Street,
Chicago, Ill.

6/4/20.

Dear Sirs:

In answer to your request regarding the D.W.GRIFFITH CORPORATION, I take pleasure in giving you the following information:

The D.W.GRIFFITH CORPORATION will be incorporated under the laws of ?? and will acquire immediately all of my interest in the moving picture field, including all ownership from past productions, productions in process or rights purchased, all contracts with distributing companies including a one fifth interest in the United Artists Corporation and all contracts with the personnel of my organization, which has taken so many years to build up to its present efficiency. The Corporation will own all of the net asets as shown later in the Balance Sheet.

HISTORY

My experience in the production of motion pictures, the perfection of the Art and the technical development thereof, dates back to 1906, during which time I have produced, personally directed and supervised the direction of upwards of two hundred pictures, including such popular and profitable plays as "The Birth of a Nation", "Hearts of the World", "Broken Blossoms", "The Great Love", "The Greatest Thing in Life", "The Girl Who Stayed at Home", "The Idol Dancer" the success of which are well established. The great masterpiece taken from the famous play "Way Down East" and to be known by that name in motion pictures is now in the course of completion and it is contemplated to release this picture about September 1st, 1920.

CAPITALIZATION

The authorized and issued capitalization will be:
Class "A" shares, Without par value 125,000 shares
Class "B" shares, Without par value 375,000 shares

Class "A" shares shall have priority as to assets in case of voluntary liquidation up to $25 per share, and in case of involuntary liquidation up to $20. per share.
Class "B" shares will then receive up to $25 or $20 per share respectively, after which any balance will be divided pro rata between Class "A" and "B".

Class "A" shares shall be entitled to preferential dividends up to $1.50 per share per annum; then Class "B" shares shall be entitled to dividends up $1.50 per annum, after which both classes of shares shall share pro-rata in further dividend distribution. It is expected that the first dividend will be payable on Class "A" shares on or about Jan.1,1921 and subsequent dividends on such shares will be payable annually or semi-annually thereafter.

Upon organization, the Corporation will have no funded debt, and shall not create m any mortgage or lien upon its property (except purchase money mortgages), nor create any debt maturing more than one year from the date of creation thereof, without the consent of 50% of the Class "A" shares, nor shall the Corporation, without like consent, issue any shares on a parity with or prior to the Class "A" shares.

Each share of stock, irrespective of Class, is entitled to one vote, and it is agreed that the Bankers who purchase the Class "A" shares shall have a representation of two, out of the six,on the Board of Directors.

EARNINGS

Gross Earnings from the pictures manufactured in the past 27 months, or since I established my own business, have been in excess of $9,000,000, with many of the pictures not yet having run the two years allotted to the average picture.

The Gross Profits have been in excess of $4,000,000. During the high cost of distributing through other agencies, the profits which have accrued to my organization have been less than would normally accrue to me and it is for this reason that I am incorporating my business and have taken a one-fifth interest in the United Artists Corporation, which includes besides myself, Mary Pickford, Charlie Chaplin, and Douglas Fairbanks. Iam obligated to supply three pictures a year to distribute through the United Artists Corporation, of which I will get 80% of the gross and 4% of the profits, outside of which I am free to produce and distribute through any source available as many other star pictures as I think advisable without however leaving my name attached thereto. The profits of the D.W.Griffith Corporation will be based, therefore, on a very much higher percentage of the gross receipts of the pictures, less the cost of producing, than have accrued to me in the past.

Inasmuch as the pictures produced by my studio have been uniformly successful and profitable and based on the orders for the pictures now in process of production, plus cash offers made for same, I estimate that for the calendar year 1921 the profits of the business, after all costs and taxes, willbe in excess of $1,500,000.

On the basis of the capitalization of the Corporation the estimate of Net Profits, after taxes, etc., is at the following rate:

Calendar year 1921.			1,500,000
Dividends: Class "A" shares $1.50 each		187,500	
Class "B" shares $1.50 "		562,500	750,000
	Balance		750,000

It should be possible, therefore, to pay additional dividends on Class "A" shares to the amount of $3.00 per share, but it is anticipated that a large proportion of this will be conservatively retained in the treasury for additional working capital and expansion.

ASSETS

The following is a Balance Sheet as of April 30th, 1920 as shown by the books of the Company and as will be supported by a certified Balance Sheet prepared by Price, Waterhouse & Company, Certified Public Accountants, The fixed assets appearing in the Balance Sheet are supported by appraisal prepared by Coates & Burchard, Public Appraisers.

Balance Sheet--- April 30th 1920.

FIXED ASSETS, as per appraisal	$1,470,600.00
Less Real Estate Purchase Contract	319,500.00
net Equity fixed Assets . .	$1,151,100.00

CURRENT ASSETS:

Inventories, work in progress	$1,088,971.85	
Current liquid assets	59,348.72	
Total	$1,148,320.57	
Less Current Liabilities	302,366.95	
Net Current and Working Assets		845,953.62
United Artists Corporation 1/5 int.& cash invested		35,000.00
Net Worth		$2,032,053.62
Intangible assets		700,000.00
Star contracts	$250,000.	
Films Equity	200,000	
Goodwill and other assets	250,000	
Total net assets.		$2,732,053.62
D.W.Griffith Capital Account.		$2,276,057.13
Advance Payments on production and future revenue		455,996.49
Total		$2,732,053.62

The foregoing Balance Sheet does not give effect to the new financing. The funds secured from the present plans of financing, in addition to the liquidation of the cost of work now in process, will provide approximately $2,000,000. whi h is considered ample for future requirements.

NONE OF THE PROCEEDS OF CLASS "A" SHARES WILL BE USED FOR THE PURCHASE OF THE PRESENT BUSINESS AS THE ENTIRE PROCEEDS THEREFROM GO INTO WORKING CAPITAL. THE ENTIRE PURCHASE PRICE BEING TAKEN BY ME IN CLASS "B" SHARES.

MANAGEMENT.

The organization consists of a carefully selected personnel composed of leading artists, directors and specialists of each branch of this industry, ably supported by understudies and assistants equally as well known and of high standing, so that the progress will not depent on any one individual or group of individuals. It is further

contemplated to increase the staff from two to eight producing companies, thereby adding additional pictures to be released. A chart of organization has been worked out along well defined business lines placing a highly skilled executive at the head of each important branch of the business.

LEGALITY

The legality of the formation of the corporation and the acquisition of its assets will be passed on by Messrs. Cravath & Henderson of New York.

Very truly yours,

PRESIDENT

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART

John A Bailey
International Trust
Basins
Probably 150.000 -

Mamaroneck N. Y.

June 5, 1920

CABLEGRAM TO

A. L. GREY

SAVOY

LONDON.

SCHUBERTS OFFER FORTY-FOURTH THEATRE EIGHT OR SIXTEEN WEEKS SIXTY FORTY PERCENTAGE WE GUARANTEE FOUR THOUSAND EVERYTHING BUT ORCHESTRA FURNISHED OPENING AUGUST FIFTEENTH SAME TERMS ON OTHER CITIES. RUSH ANSWER. COUNSELMAN DEAL IS OFF.

GRIFFITH

PLEASE RUSH THROUGH

CHARGE D. W. GRIFFITH STUDIO ACCT.

Counselman → D. W. Griffith

Not used file

June 5, 1920.

Mr. D. W. Griffith,
1476 Broadway,
New York City.

Dear Sir:

Referring to your letter written us under date of April 15th, 1920 and the writer's conversation with you on June 4th, 1920, we beg to advise you that after consultation with Messrs. Bertron, Griscom & Company, Inc., we have decided that it will be possible for us jointly to furnish you with one hundred and fifty-three thousand dollars ($153,000.00) on or before June 30th, 1920, said payment to be made in purchasing from you eighteen thousand (18,000) shares of Class A stock at eight dollars and fifty cents per share ($8.50), of D. W. Griffith, Incorporated, said corporation and shares to be as described in our contract mentioned above dated April 15th, 1920.

The remainder of Class A stock, to wit: one hundred and seven thousand (107,000) shares we will agree to dispose of in your behalf as rapidly as possible, paying for same eight dollars and fifty cents ($8.50) per share.

Messrs. Bertron, Griscom & Company, Inc. have signed this letter with us in order that our joint obligation may be understood.

The above is, of course, subject to the approving legal opinion of Messrs. Cravath and Henderson, our attorneys.

Yours very truly,

COUNSELMAN AND COMPANY,

Per

BERTRON, GRISCOM & CO., INC.

Per

Not signed

CC:VC

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

File 6/5/20

W. L. Sherrill,

Pres Fronman Amusment Company,

My dear Mr. Sherrill :

With a confident belief in its mutual advantages, may I congratulate you on your contract with Miss Lillian Gish, by which she is to appear in a series of your productions.

The talents and experience Miss Gish brings to your pictures are too widely and popularly known to need comment. She is an able and persevering student of her art, a qualification that should do much to establish her enduring success.

Her preparation for this larger area of [illegible]s personal activity is [illegible] substantial . I can see no reason why you should not develop the achievements you desire.

Sincerely yours,

TRADE ACCEPTANCE

No. _____

June 7th 1920

To D. W. Griffith

On August 9th — Pay to the order of Raraelus.

Seventeen thousand nine hundred ninety six 6/10 Dollars ($17996 6/10)

The obligation of the acceptor hereof arises out of the purchase of goods from the drawer. The drawee may accept this bill, payable at any bank, banker or trust company in the United States which he may designate.

Accepted at Hartford. on June 7th 1920

Payable at Central Union Trust Co — Bank

Bank Location 42d St & Madison Ave.

Buyer's Signature D.W. Griffith

By Agent or Officer _____

No. 71185 Due 8/9

Empire Trust Company No. 74376 New York

Biograph Company

By W. K. Harris 1st Vice President and Treasurer

Peoples Company
H. V. Marvin
Vice President.
W. H. Brewer
Asst. Treasurer

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address: "Fidelitas"

New York Offices
Fifth Avenue and 43rd St.
Cable Address: "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Foreign Offices
Cable Address: "Garritus"
London Paris
Liverpool Havre
Brussels

G.T. Scherzinger
Assistant Treasurer

New York, June 7, 1920.

In replying please refer to number 58-156-1

In re: Loan to D. W. Griffith, dated May 14,1920

Albert H. Banzhaf, Esq.,
2 Rector Street,
New York.

Dear Sir:

We acknowledge receipt of your letter of June 2 enclosing trust receipt for 8 cases containing negatives of "The Gamiest Girl", duly signed by Mr. Griffith.

We have substituted this receipt for the one previously furnished us, which is returned to you herewith.

Yours very truly,

G. T. Scherzinger

Assistant Treasurer.

Enclosure

ALICE KAUSER
DRAMATISTS' AGENT ❧ PLAYS
1402 BROADWAY, NEW YORK
CABLE ADDRESS: LINADORE, NEW YORK

MOTION PICTURE DEPARTMENT
R. L. GIFFEN
MANAGER

June 8, 1920 Romance

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York City

Dear Mr. Banzhaf:-

I am enclosing clipping from the London Bioscope of May 13th, forwarded by Miss Doris Keane, which will prove that the same line of publicity is being given out in England as was originally given out in America, and I should be glad if you would have the Griffith office cable Mr. McCarthy to follow the express obligations of the contract, and also cable Mr. Grey to be particular as to the form in connection with the forthcoming showing of the print.

It would seem that there should be some method of obviating these continual references to the subject, since it must take up a considerable portion of your time which could be spent to much better advantage. I hope you will believe that it is an annoyance to me to be so frequently annoying you, but there is nothing else that I can do.

I wrote to Mr. Chet Withey about the advertisement in Wid's and asked him if he expected to carry on any further personal publicity to please observe the terms of the contract between Miss Keane and Mr. Griffith.

A L I C E K A U S E R
DRAMATISTS' AGENT ✦ PLAYS
1402 BROADWAY, NEW YORK
CABLE ADDRESS: LINADORE, NEW YORK

MOTION PICTURE DEPARTMENT
R. L. GIFFEN
MANAGER

You can realize how important it is to Miss Keane in England to have the form of announcements correct. The matter is really much more vital there than in America, and I hope that there will be no further infractions.

Will you be good enough to return the clipping?

Sincerely,

R. L. Giffen

Release

Individual

Elizabeth Sherer,

TO

David W. Griffith.

April 8, 1920.

Los Angeles Title Insurance Co.
INCORPORATED AUG 21. 1890
626 SOUTH SPRING STREET
LOS ANGELES, CAL.

63
669

Order No._____

Your Escrow No._____

When recorded please mail to

David W Griffith
c/o DW Griffith Studio
Mamaroneck N.Y.

RECORDED
APR 15 1920
4 MIN. PAST 10 A.M.
IN BOOK 657
AT PAGE 52
OF Rel of Mtgs
RECORDS, LOS ANGELES COUNTY, CAL.

RECORDED AT REQUEST OF
Grantee
Owner
Mortgagee
Mortgagor
Assignee
Lessee
Attorney
Sheriff
Co. Clerk
Vendee

C.H. Logan. County Recorder

I certify that I have correctly transcribed this document in above mentioned book.

L.L. Jones
Copyist, County Recorder's Office, L. A. Co., Cal.

60
2 578 #89

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY
D.W. GRIFFITH COLLECTION

In Consideration of the payment of the debt secured by the mortgage executed by David W. Griffith,

recorded June 20, 1914 in Book 3660, Page 293 of Mortgages, in the office of the Recorder of Los Angeles County, California, the undersigned hereby releases the property described in said mortgage from the lien thereof.

Dated April 8, 1920.

Elizabeth Sherer.

STATE OF CALIFORNIA, } ss.
County of Los Angeles, }

On this 9th day of April 1920,

before me, Donald MacLean, a Notary Public in and for said County,

personally appeared Elizabeth Sherer,

known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

Witness my hand and seal.

Donald MacLean

Notary Public in and for Los Angeles County, California.

TRUST RECEIPT

Loan of May 14th 1920. New York, May 25th 1920.
for $ 315.000 ⁰⁰

RECEIVED from GUARANTY TRUST COMPANY OF NEW YORK, the following property specified in the documents described below held by the Guaranty Trust Company of New York, as collateral security:

Eight (8) Cases. Containing negatives of "The Gamin's Girl" and all rights.

and in consideration thereof the undersigned hereby agree to hold said property in trust for the Guaranty Trust Company of New York and as its property, with power to sell the same or a portion thereof for its account, at not less than the market price or prices, or to manufacture and re-manufacture the same or to perform any other work on said property in order to enhance its value, without cost or expense to the Guaranty Trust Company of New York, but not to mortgage or pledge the same, and in case of sale to collect and remit the proceeds of said sale forthwith together with any unsold portion of said property to the said Guaranty Trust Company of New York. This property is received with the understanding that in any event it or the proceeds thereof will be returned or delivered to the Guaranty Trust Company of New York on or before.....

{I / We} also agree at {my / our} cost and expense to keep said property fully insured with responsible companies against loss by fire or any other risk it may be subjected to; to make the loss, if any, payable to the Guaranty Trust Company of New York, and to deliver the policies of insurance to the Guaranty Trust Company of New York upon demand.

The said Guaranty Trust Company of New York, itself or its agents or assigns, may at any time terminate or cancel this trust and take possession of said property or of the proceeds of such of the same as may then have been sold, wherever the said property or proceeds may then be found.

The intention of this agreement is to protect and preserve unimpaired the lien of the Guaranty Trust Company of New York in said property.

D. W. Griffith
per Albert H. Banzhaf
Counsel

2 recds.

1038

AN AGREEMENT made and entered into this 9th day of June 1920 by and between SAM S. & LEE SHUBERT, INC., a corporation duly organized and existing under and by virtue of the Laws of the State of New York, party of the first part and D.W. GRIFFITH, party of the second part.

The party of the first part is the lessee of the 44th Street Theatre, New York City, New York.

The party of the second part is desirous of having the use of the said 44th Street Theatre in the City of New York upon terms and conditions as hereinafter expressed.

NOW, THEREFOR, THIS AGREEMENT WITNESSETH:

For and in consideration of the sum of One Dollar, lawful money of the United States, by each of the parties hereto to the other in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree:

FIRST: The party of the first part hereby gives and grants unto the party of the second part the use of the said Theatre in the City of New York, except, however, the Owner's Box, the use of which at all times is reserved to the party of the first part, for a period of two weeks beginning Monday August 2nd 1920 and ending Sunday August 15th 1920.

SECOND: For such use the party of the second part agrees to pay unto the party of the first part the sum of Five Thousand ($5000.) Dollars upon the signing of this contract. In addition to the foregoing the party of the second part shall carry Liability and Employers' Liability Insurance, delivering all policies for the same to the party of the first

part at its offices No. 223 West 44th Street, in the City of New York, at or before 12 o'clock noon, August 2nd 1920.

THIRD: The party of the second part shall hold in said theatre during said term only what is known as rehearsals of the feature films entitled "Way down East".

FOURTH: The party of the second part shall pay all the operating expenses of every name or nature of the said theatre during the period of this agreement, and shall deliver up the house at the end of the term in the same condition as it was when delivered, natural wear and tear only excepted.

FIFTH: The party of the second part shall further be liable and remain bound to the party of the first part for any damages that may be caused to the house or personal property contained therein, excepting natural wear and tear.

SIXTH: The party of the second part agrees to employ and pay the party of the first part's regular house manager and all other regular house help, also pay the regular day and night watchman of said theatre.

SEVENTH: The party of the second part agrees to make the payments herein required to be made whether the rehearsals of the feature films provided for in this agreement are presented at the said theatre or not, it being understood and agreed between the parties hereto that the use of the herein named theatre is hereby granted to the party of the second part for the term hereof, and that the party of the first part will make no other engagements for such theatre during the term hereby created, reserving the said theatre for the use of the party of the second part thruout the entire term hereof.

EIGHTH: It is mutually agreed by and between the parties hereto that this agreement is binding upon the successors and assigns of the party of the first part, and is binding on the heirs, executors, administrators and assigns of the party of the second part.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

_____

_____

#103A

8 mos June 1920

AN AGREEMENT made and entered into this day of June 1920 by and between SAM S. & LEE SHUBERT, INC., a corporation duly organized and existing under and by virtue of the Laws of the State of New York, party of the first part and D.W. GRIFFITH, party of the second part.

The party of the first part is the lessee of the 44th Street Theatre on West 44th Street in the City of New York.

The party of the second part is engaged in the business of producing and exploiting motion pictures and is desirous of having the use of the said 44th Street Theatre upon the terms and conditions as hereinafter expressed.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

For and in consideration of the sum of One Dollar, lawful money of the United States, by each of the parties hereto to the other in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree:-

The party of the first part hereby gives and grants unto the party of the second part the license and privilege to use the 44th Street Theatre, except the Manager's Box, as hereinafter mentioned, well lighted, heated and cleaned, with the equipments therein contained, theatres usual attaches, except ~~and~~ theatre's regular manager, treasurer, assistant treasurer, ushers, property clearers, day and night watchman, door-keepers, one carpenter, one electrician and one property man on stage, coupon and regular tickets, regular house programs and regular house license, ~~excepting orchestra~~, for a period of eight weeks beginning August 16th 1920 and ending October 10th 1920, each week to consist of seven matinee and seven evening

performances.

The party of the second part is to receive sixty (60%) percent of the gross receipts weekly, but guarantees to the party of the first part that the party of the first part's share of the gross receipts each week will not be less than Four Thousand ($4,000.) Dollars, and in the event that the party of the first part's share of the gross receipts does not reach Four Thousand ($4,000.) Dollars any week, the party of the second part agrees and binds himself to pay to the party of the first part in cash on demand an amount equivalent to the difference between the actual share of the party of the first part and the sum of Four Thousand ($4,000.) Dollars that week.

The party of the second part agrees to pay Four Thousand Dollars upon the signing of this contract, which amount is to apply on the last week's guarantee under this agreement, namely week ending October 10th 1920.

The party of the second part agrees to furnish and pay for the entire orchestra, all necessary billposting, distributing, printing, all extra newspaper advertising and Fifty ($50.) Dollars weekly for electric light sign in front of Theatre.

The party of the first part agrees to do Two Hundred and Fifty ($250.) Dollars worth of newspaper advertising weekly.

The party of the second part agrees to furnish the feature film entitled "WAY DOWN EAST" with complete scenic production,(if any be used), and everything necessary to the performances contemplated by this contract, not hereinbefore agreed to be furnished by the party of the first part, and to

give said performances in a proper and creditable manner, to furnish the necessary scenic and property plots (if any be used), provide the musical parts for the orchestra, the legal permit of the author and to pay all authors fees and remuneration, to furnish and pay for all the necessary calcium lamps, booth, screen, first class operators, cable, picture licenses, picture machines, all in accordance with the Laws prevailing in the City of New York.

Two performances are to be given daily unless otherwise mutually agreed upon in writing and the prices of admission to be charged to all performances are to be mutually agreed upon between the parties hereto.

The receipts of each performance shall be ascertained by the statement of the sale at the box office, verified by the count of the tickets taken at the doors, and settlement may be made at the end of each performance, or at such other time as shall be mutually agreed upon by the parties hereto.

It is hereby mutually agreed and understood and is the essence of this contract that the feature film named playing this theatre shall be advertised only in such papers as are approved by the party of the first part or its representative, and a violation of this clause shall be considered a violation of the entire contract.

The party of the second part shall comply with all the laws or orders and direction of any department of the State of New York, City of New York, or Governmental authorities with respect to the operation and presentation of motion pictures and no motion picture shall be presented in said theatre unless same shall have been approved by the properly

constituted authorities of the City of New York.

The party of the second part agrees that during the time this feature film shall play at the Theatre herein contracted for he will carry Liability and compensation Insurance in an approved Company, and upon his failure so to do the party of the first part shall be entitled for the term of this agreement, to purchase such insurance for the benefit of the employees of the party of the second part, and to deduct cost of premiums of same for the first monies due to the party of the second part hereunder.

It is a conditions precedent to the making of this contract that should the party of the second part determine to book the feature film "WAY DOWN EAST" on tour in road shows other than in the Cities of Boston, Chicago, Philadelphia and San Francisco, which said bookings in said Cities shall not be considered road shows, but bookings in which said Cities shall be within the control of the party of the first part, under the terms of this agreement and excepting the booking of the theatre in the City of Los Angeles, which booking is hereby reserved by the party of the second part, then and in that event only, said party of the second part will only present the said feature film "WAY DOWN EAST" on tour in theatres owned, controlled, operated or booked by the Shubert Theatrical Company or its affiliated companies, and will not present the same or permit its presentation in any other theatres, except as aforesaid, provided the Shubert Theatrical Company or any of its affiliated companies have a theatre in Cities, Villages or Towns where the party of the second part may desire to book the same on road shows, as aforesaid, save by and with the consent of the Shubert

Theatrical Company in writing first obtained.

The party of the second part further agrees, that without the written consent of the party of the first part he will not allow said feature film entitled "WAY DOWN EAST" to be presented or advertised to be presented at any other theatre in the said City of New York during the term herein contracted for, nor to allow said feature film "WAY DOWN EAST" to be presented or to be advertised to be presented at any other theatre in the City of New York at any time prior to the herein named engagement, or within eight weeks after the period herein contracted for except on agreement endorsed on this contract. In case the party of the second part violates this condition it hereby agrees to pay said party of the first part as liquidated, stipulated and agreed damages, and in no wise as a penalty, the sum of Three Thousand ($3000.) Dollars per week as partial damages, and the party of the second part consents that in the event of its breach of this clause herein, that the party of the first part may obtain an injunction from any Court of competant jurisdiction, restraining the advertising of or the appearance of such feature film at any other theatre for the term, and that it will interpose no defense thereto. And it is further agreed, that in case the said party of the first part has any money in its hands belonging to the said second part, it may retain the amount of said agreed damages, and apply the same to the payment thereof.

In the event of destruction of this theatre by fire, or national or local calamity, or any unforeseen occurance which shall render the fulfillment of this contract by the party of the first part impossible, it shall not be held

legally responsible by the party of the second part for any damages cuased thereby.

The party of the second part agrees to pay to the party of the first part the weekly guarantee of Four Thousand ($4000.) Dollars for each and every week covered by this agreement whether he uses the theatre herein named as provided for in this agreement or not, it being understood and agreed between the parties hereto that the use of the herein named theatre is hereby granted to the party of the second part for the term hereof, and that the party of the first part will make no other engagements for such theatre during the term hereby created, reserving the said theatre for the use of the party of the second part thruout the entire term hereof.

And the party of the second part further agrees that every member of his company shall abide by and conform to the rules and discipline for the government of this Theatre during the term of this contract, and that he will pay for the breakage or damage to property incurred by any member of his company.

The free admission, if any, except to local press, shall be subject to mutual understanding.

It is mutually agreed by and between the parties hereto that this agreement is binding upon the successors and assigns of the party of the first part and is binding on the heirs, executors, administrators and assigns of the party of the second part.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by the President of the parties

hereto, and their corporate seals to be hereto affixed the day and year first above written.

6

IN THE PRESENCE OF

June 9

MINUTES OF SPECIAL MEETING
OF THE BOARD OF DIRECTORS
OF
UNITED ARTISTS CORPORATION
Held June 9th, 1920.

A special meeting of the Board of Directors of United Artists Corporation was held in the office of the corporation on the ninth floor of 729 Seventh Avenue, New York City, at 4 o'clock P.M., Wednesday, June 9th, 1920.

PRESENT:

Messrs. Albert H. T. Banzhaf, Nathan Burkan and Dennis F. O'Brien.

IN ATTENDANCE:

Miss Mary Pickford, Mrs. Charlotte Pickford, Mr. Douglas Fairbanks, Mr. D. W. Griffith, Mr. Hiram Abrams, Mr. L. R. Hoover, representing Mr. W. G. McAdoo and Mr. M. E. Prager.

Mr. O'Brien acted as Chairman and Mr. Banzhaf as Secretary of the meeting.

The minutes of the meeting of the Board of Directors held May 19th, 1920 were read and were duly approved.

Mr. Loring R. Hoover, representing Mr. McAdoo, was present at the meeting, and desired to explain to the Board of Directors and also the individuals who are associated with Mr. McAdoo in the motion picture "ROMANCE", his understanding on behalf of Mr. McAdoo of that business transaction. His request was granted.

Mr. O'Brien stated to the meeting the synopsis of the draft of contract which he had drawn, and submitted to the representatives of the parties interested, and a general discussion took place concerning the same. The matter was left in abeyance because Mr. Hoover stated he desired to confer with Mr. McAdoo upon his return, after which he would consider the matter further with Mr. O'Brien, attorney for the corporation. Mr. O'Brien desired to have it definitely understood who will be responsible to the corporation should there be a deficit in the moneys advanced by the corporation and borrowed by the corporation and loaned to the enterprise.

Mr. Fairbanks stated that he had given consent to Mr. Abrams to release "Mollycoddle" immediately, and Mr. Griffith congratulated him upon his splendid spirit and stated he will consent to "The Gamest Girl" being released during the middle of August. Mr. Griffith also stated that he will make another examination of "Romance" relative to reducing it in length and advise Mr. Abrams of the results of the same.

Mr. Griffith reported in detail concerning the motion picture "Way Down East" that he is now engaged in producing, and gave it as his opinion that he believed it to be the biggest picture he has been connected with since "The Birth of a Nation", and that he expected to deliver it between October first and October 15th, 1920, and that he will have a pre-release in the two dollar theatres and perhaps six centers in the United States, beginning about the last week in August, as a preliminary campaign to establish a market so that the United Artists Corporation may lease the picture on a percentage basis.

Mr. Hoover presented to the Secretary the resignation of Oscar A. Price, a member of the Board of Directors. A resolution was made, seconded and unanimously adopted accepting the resignation of Mr. Price and conveying best wishes for his success in the new corporation that he is to be identified with. Mr. Loring R. Hoover was duly elected to fill the vacancy caused by the resignation of Mr. Price. Mr. Hoover left the meeting before his election.

Mrs. Charlotte Pickford presented to the Secretary her resignation as a member of the Board of Directors. A resolution was made, seconded and unanimously adopted that the resignation be accepted with regret. It was also stated to Mrs. Pickford that her presence will be welcome at any and all meetings of the Board of Directors, and a vote of thanks was extended to her for her services as director of the corporation. Mr. Hiram Abrams was duly elected to fill the vacancy caused by the resignation of Mrs. Pickford.

The meeting then proceeded to the election of officers, and Mr. Hiram Abrams was duly elected President of the corporation to serve without compensation or salary except what he received for his services as General Manager of the corporation, pursuant to his contract with the corporation. Mr. Abrams made such a proposal to the Board of Directors prior to his election.

Mr. Albert H. T. Banzhaf tendered his resignation as Treasurer of the corporation to take effect immediately; whereupon, a resolution was duly made, seconded and unanimously adopted accepting the resignation of Mr. Banzhaf, and a vote of thanks was extended to him for his efficient services as Treasurer.

Mr. O'Brien read to the meeting a letter from Mr. M. E. Prager, who has been acting as the accountant for the corporation, offering to perform the services of Treasurer at a compensation of One Hundred Dollars ($100.) per week for one-half time, and at a proportionate rate of $200. a week for time in excess of twenty-one hours per week devoted to the affairs of the corporation.

Mr. Prager was duly elected Treasurer of the corporation and his compensation fixed at $100. per week for one-half time, and any time in excess of twenty-one hours per week to be paid for at the proportionate rate of $200. per week for full time.

A resolution was duly made, seconded and unanimously carried that the checks of the corporation may be signed and countersigned by any two of the officers of the corporation, to wit:

President, Vice-President
Secretary and Treasurer.

and that the Secretary be authorized and is hereby authorized to file with the various depositories with which the corporation does business, a certified copy of this resolution and of the election of the following officers of the corporation:

President	-	Hiram Abrams
Vice-President	-	Dennis F. O'Brien
Secretary	-	Albert H. T. Banzhaf
Treasurer	-	M. E. Prager

No further business coming before the meeting, the meeting adjourned.

Mamaroneck, N. Y. June 10, 1920

Night letter to

F. J. HARVEY

125 SOUTH HUDSON STREET

OKLAHOMA CITY OKLA.

BANK INFORMS US THAT YOUR CHECK WILL BE RETURNED UNPAID. WHAT IS THE REASON FOR THIS. I MUST REQUEST THAT YOU MEET PAYMENT OF THIS CHECK.STOP. CONSIDER YOUR ACTION DISTINCTLY UNFAIR AND UTTERLY AT VARIANCE WITH YOUR PROMISES. WE HAVE INSTRUCTED BANK TO AGAIN PRESENT CHECK FOR PAYMENT.

J. C. EPPING

FOR A. L. GREY

CHG. D. W. GRIFFITH STUDIO ACCT.

WESTERN UNION ACCT.

Stories

June 10th 1920.

Mr. David.W. Griffith,

Mamaroneck, New York.

Dear Mr. Griffith:

I beg to introduce herewith Mr. Phillip Van Loan who wishes to speak to you about a story which he has conceived for picture purposes and I believe this story will be of considerable interest to you. He can give you a synopsis thereof in a few minutes and I am sure ~~you~~ he will appreciate a personal interview.

Thanking you for any courtesies ~~you~~ may extend to Mr. Van Loan, I remain

Sincerely yours,

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

June 10, 1920

Commission Officer, Internal Revenue,
Income Tax Division,
Washington, D. C.

Dear Sir:

There is an income tax payment due June 15th amounting to $41,405.97 on the income tax filed by Mr. D. W. Griffith.

We would like to get an extension of this until July 15th and wrote to the Collector of Internal Revenue in Los Angeles where the report was filed to that effect. We received a reply wherein he stated that it was not within his power to grant the extension and referred us to you.

If you could grant us an extension of this payment until July 15th we shall very much appreciate same and of course shall pay the interest for the intervening month.

Please address reply to J. C. Epping, 302 Longacre Building, 42nd Street and Broadway, New York City.

Thanking you for an early reply in this matter, we remain

Very truly yours,

Auditor
D. W. Griffith Studios

JCE-W

Studio
Misc

June 10th 1920.

Dr. Charles C. Payne,
14 West 40th Street,
New York City.

Dear Charles:

I enclose herewith letter addressed to Mr. Bush of the Studio who is invariably in attendance and who, I am sure, will extend the courtesies of the studio to you, and if I am at the studio any day next week after hours or on Saturday or Sunday I will ring you up so that I could take you over the grounds personally.

The within letter will always get you by the "Cerberus".

Very truly yours,

AHTB/GD
Enc.

June 10th 1920.

Mr. Bush,
c/o Griffith Studio,
Mamaroneck, New York.

Dear Mr. Bush:

Will you kindly extend to the bearer,

Dr. Payne, the courtesy of the Studio, and oblige

Very truly yours,

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

June 11th 1920.

Mr. H.D. Williams,
Hotel Waldorf,
Room 863,
New York City.

Dear Mr. Williams:

I enclose herewith prospectus which we had prepared for the syndicate who were to underwrite the D.W.Griffith Inc., showing the set up as per copy heretofore submitted to you, also prospective earnings of the corporation. I also hand you herewith copy of the appraisal by Coates & Burchard Co. under date of May 21st last, the original of which I showed you this morning.

Confirming our conversation, beg to state that we require a loan of $600,000. ,$500,000. of which to be paid on or before nine (9) months from date; $100,000. on demand. This loan will be secured by a note drawn by Mr. Griffith to the order of the Corporation, which in turn will endorse the same and to be delivered to you and your associates on the following terms:

Your syndicate is to pay us $325,000 on delivery of the note, balance in monthly installments; $175,000 on August 1st and $100,000. on September 1st. We will also assign to you the first receipts due the corporation on "Way Down East" less the first $175,000. which we have already hypothecated. After you have received out of the first receipts $200,000 you are to receive, instead of all the gross receipts, 70% of the gross receipts due the Corporation.

We are absolutely certain that this obligation will be liquidated in full within six (6) months of date of the loan. If this amount is advanced by you and your associates the Corporation will not sell any of the Class "A" stock without first giving you and your associates an option to take the same on the terms submitted in the proposition which I handed you this morning. Our preference being to leave this ~~x~~ 125,000 shares in the treasury of the company.

Furthermore the attorneys, Cravath & Henderson, need not be considered in this proposition as they were to represent the other underwriters.

If there is any further information I can give you relative to this matter I will be pleased to do so. This proposition is given you without prejudice and is not to

be binding upon you or us unless we finally both mutually agree to formally accept the same. It is also given to you in the strictest confidence and for your personaly information only.

Very truly yours,

Albert T. Beaufait

P.S.

In the statement of net assets which we handed you this morning there appeared certain liabilities which are self-liquidating in the following manner.

DUE THE UNITED ARTISTS for "Way Down East" - -$175,000.

This is a loan from the United Artists to purchase a story for the Production "Way Down East" and is liquidated out of the first receipts as aforesaid.

DUE THE UNITED ARTISTS for "Romance" 25,000.

This matter has been liquidated since the date of that statement.

DUE CENTRAL UNION TRUST CO.(Famous Players) 61, 500.

This is a guarantee by the Famous Players payable on June 21st and it will be liquidated by them direct to the bankers on that date.

DUE CENTRAL UNION TRUST CO on "Broken Blossoms" 19,983.60

This is a loan secured by ~~the~~ Canadian bonds to the par value of $16,000 included in the assets of such statement and will be held by the Central Union Trust Co. indefinitely.

MISCELANEOUS ACCOUNTS PAYABLE 121,405.30

These are current accounts payable which will be liquidated currently.

AHTB/GD A.E.T.B.

Plays
Misc

June 14th 1920.

Mr. R. L. Giffen,
1402 Broadway,
New York City.

Dear Mr. Giffen:

I deliver you herewith manuscript of Dr. Anspacher's drama, entitled "The Passionate Heart", which Mr. Griffith read and liked very much. He, however, feels he is not in a position at this time to make a proposition to the doctor regarding the same, especially subjects dealing with a Russian problem.

Thank you again for submitting this to us and for the kindness of Dr. Anspacher in going up to see Mr. Griffith in reference thereto, I remain

Very truly yours,

AHTB/GD
Enc.

The Travelers Insurance Company
L. F. Butler, President
Hartford, Connecticut

LIFE AND ACCIDENT DEPARTMENTS
E. F. HOLMES, Manager
W. S. WARNER
F. G. CONKLIN
H. J. WILLIAMS
H. W. MacCONNELL
} Assistant Managers

J. G. BATTERSON, Resident Director
METROPOLITAN BRANCH OFFICE
76 WILLIAM STREET

PHONE 5400 JOHN

New York City June 14, 1920.

Miss I. Agnes Wiener,
D. W. Griffith's Studio,
Mamaroneck, N.Y.

Dear Miss Wiener:

In reference to my letter of the 11th instant, beg to inform you that I had an interview with Mr. Banzhaf. He stated that policy #361365 was in his possession and he will get in touch with Mr. Griffith in the very near future regarding same.

Hoping to be of service and awaiting your further advices, I beg to remain

Yours very truly,

H. J. Williams

HJW:HK

June 14th 1920.

Collector of Internal, Revenue,

Jersey City, N.Y. Re: D.W.G. Corporation.

Dear Sir:

Enclosed herewith please find check for $608.25, being second quarter due on income tax for the year 1919 of the D.W. G. Corporation.

Very truly yours,

GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TELEPHONES
MAMARONECK { 1190 1191 1192 1193 1194 1195

10K

D. W. GRIFFITH STUDIO

ORIENTA POINT

MAMARONECK, N. Y. June 15, 1920.

A. H. T. Banzhaf, Esq.,
2 Rector Street,
New York, N.Y.

Dear Mr. Banzhaf;

I am enclosing proposed contract with the Palmer Photoplay Corporation, covering purchase of a story, "WAGERED LOVE". Is this O.K.?

Very truly yours,

H. C. Carr.

HCC/ICH

CABLE ADDRESS,- *MUSCHENHEIM - NEW YORK*

TELEPHONE ADDRESS,- *2100 BRYANT*

Hotel Astor
TIMES SQUARE
New York

F.A.MUSCHENHEIM

June 15, 1920.

D. W. Griffith, Esq.,
D. W. Griffith Studios,
Mamaroneck, New York.

Dear Mr. Griffith:

I enclose herewith copy of letter written from my home under date of Sunday, May 30th, which my chauffeur delivered at The Claridge that afternoon, but which I am this evening informed by Mr. Abrams you did not receive.

Permit me to assure you that the production matter of which I wrote is of very great importance. If more convenient for you, I will be glad to run up to Mamaroneck, preferably in the evening, as at that time we could concentrate upon the subject, free from interruptions.

Sincerely yours,

Love Flower

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AN AGREEMENT made this Fifteenth day of June 1920 between DAVID WARK GRIFFITH of Longacre Building New York City United States of America (hereinafter referred to as "the Producer") and EMILE WERTHEIMER of 49 Greek Street London W.1 England (hereinafter referred to as "the Lessee").

WHEREAS the Producer solely controls the right to distribute a certain motion picture production entitled "THE GAMEST GIRL" hereinafter referred to as "the said production" for Great Britain (comprising England Scotland Ireland Wales the Channel Islands and the Isle of Man) hereinafter referred to as "the said Territory".

AND WHEREAS the Lessee is desirous of obtaining the sole and exclusive right to exhibit and distribute for exhibition and the right to license others to exhibit and distribute positive prints of the said production within the said territory.

NOW THEREFORE IN CONSIDERATION of the mutual covenants herein contained the parties hereto do hereby agree as follows:-

First The Producer hereby licenses the Lessee to exhibit and distribute and license others so to do the said production in the said territory for a period of ten years from the date of this agreement.

Second The Producer agrees to supply the Lessee or his agent in New York City United States of America whilst the negative is in his possession or within his control with such positive prints of the said production as the Lessee may order at the price of four and a half cents per linear foot or at the cost of printing and film stock then ruling in New York City payable on delivery.

Third . The Producer agrees to deliver the original negative or positive prints of the said production to the Lessee or his duly authorized agent in New York City within three months from the date of this agreement

such original negative to be retained by the Lessee for a maximum period of nine months from the date of its receipt in England.

Fourth The Lessee agrees to supply the Producer or his duly authorized agent in England whilst the negative is in his possession with such positive prints of the said production as the Producer may order at the price of two pence farthing per linear foot or at the cost of printing and film stock then ruling in England payable on delivery.

Fifth The Lessee agrees to pay to the Producer for the exclusive rights in the said production granted under this agreement the sum of Eight thousand pounds (£8000) for his sole use and benefit payable as to Two thousand pounds (£2000) on the signing of this agreement and Six thousand pounds (£6000) on receipt of the original negative or positive prints in New York City the said Eight thousand pounds (£8000) being an advance to the Producer on account of profits and royalties which shall become due to him under the paragraph next following.

Sixth The gross amount received by the Lessee from the exhibiting and distribution of the said production shall be disposed of as follows:-

> From all amounts received by the Lessee the Lessee shall retain fifty per centum and shall pay to the Producer a similar amount of fifty per centum against which the Lessee will take credit for the sum of Sixteen thousand pounds (£16000) being the sum of Eight thousand pounds (£8000) paid on account of profits or royalties under the provision of the Fifth Clause hereof together with a further sum of Eight thousand pounds (£8000) to cover cost of prints advertising and other expenses.

Seventh The copyright in the said production for the said territory shall be vested in the Lessee for the period of the license granted hereunder and the Producer accordingly hereby assigns such copyright to the Lessee for the said territory during the term of this agreement provided that such copyright shall not be assigned by the Lessee to any person firm or company and provided that should this agreement terminate by effluxion of time or otherwise such copyright shall forthwith vest in Producer.

Eighth Every print delivered to the Lessee under this agreement or made from the negative by the Lessee shall be returned to the Producer at his option before the expiration of the license herein contained provided that in the event of total loss of any such prints or that such prints shall have become useless through wear and tear statutory declaration to the effect that the remainder of the prints have been destroyed shall be supplied to the Producer if required.

Ninth The Lessee agrees and guarantees that he will not copy or duplicate or cause or permit to be copied or duplicated the said production or any part thereof.

Tenth The Lessee agrees that he will not exhibit or show the said production outside the said territory.

Eleventh The Producer agrees that he will not exhibit the production delivered to the Lessee hereunder in said territory nor will he cause or permit so far as he may control the same to be exhibited therein and the Producer will not and will not permit others, lease license hire supply or sell prints of such production to any person firm corporation or association for use in the said territory during the term of the license herein granted nor let lease license hire market dispose of exhibit or permit others than the Lessee or those deriving their right to exhibit from

said Lessee (so far as the Producer may control such exhibition by others) to exhibit such production.

Twelfth The Producer hereby gives and grants to the Lessee the right to enjoin any showing of the said production accepted by the Lessee under this contract by any party not authorized so to exhibit it in the said territory and to sue for damages therefor but any such action shall be taken at the expense of the Lessee and the Producer shall in no way be liable for the acts of the Lessee in relation thereto. The Producer warrants and guarantees that he has full right to grant all rights herein gramtedto the Lessee. The Producer agrees to hold the Lessee harmless on account of any claim or suit which may be brought against the Lessee on account of the exercise of the rights herein granted or infringement of copyrightor title to positive prints.

Thirteenth In the event that the Lessee makes default

(a) in paying to the Producer any of the sums herein agreed to be paid:

(b) in exhibiting prints of the Producer outside of the territory:

(c) in assigning his interest in this agreement except as herein provided for:

Then on the happening of any one or more of these defaults the Producer may at his option terminate this agreement by giving ten days' notice to the Lessee declaring his intention so to do and may then seize and take wherever found any or all prints theretofore furnished by the Producer to the Lessee and the Producer may also enjoin in any court or courts having jurisdiction the use of all prints furnished by the Producer to the Lessee hereunder.

In the event that the Lessee files a petition in bankruptcy or is adjudged a bankrupt he may assign his interest in this

agreement upon and only upon receiving the consent to such assignment by the Producer such consent to be entirely within the Producer's own discretion it being clearly understood that in such event the Producer shall not return to the Lessee any sum of money whatsoever paid to the Producer by the Lessee and that the Lessee shall still be bound to pay to the Producer any sum owing to the Producer under this contract.

Fourteenth The rights and remedies hereinbefore last given to the Producer are in addition to and not in lieu of or in limitation or in derogation of the rights and remedies in this agreement otherwise granted or by law created and vested in the Producer and any waiver by the Producer of any breach by the Lessee whether such waiver be direct or implied shall not be construed to be a continuing waiver or a waiver of or consent to any subsequent breach on the part of the Lessee.

Fifteenth The prints of the motion picture production delivered hereunder shall not be cut unless censored and shall be run with all titles and sub-titles if any leaders and trailers as delivered to the Lessee except as may be desirable to enhance the value of the said production in the said territory.

Sixteenth It is understood and agreed that the Lessee is not the representative of the Producer in any manner whatever and the Lessee agrees that he will not so hold out either by advertising or otherwise to the public or to any person whomsoever and that the Producer shall not be liable for or bound by any representation act or omission whatever of the Lessee.

It is further expressly understood and agreed that this agreement in no wise constitutes a partnership between the parties hereto; this agreement is declared to be personal in respect to each of the parties and it is agreed that the Lessee shall not be permitted

to assign this agreement without the written consent of all the parties hereto.

Seventeenth The Producer shall supply to the Lessee first-class lithographs printed in the English language relating to the production herein referred to at seven (7¢) cents per sheet and other advertising accessories at the usual rates charged for such advertising matter in such quantities as may be required by the Lessee anytime within six months of the date hereof delivery to be made F.O.B. at the address in New York City designated by the Lessee.. The Producer however reserves the right to raise the prices for such lithographs and other advertising material in the event that the price of the manufacture of such advertising material is increased. The Lessee shall use only such advertising matter as is furnished or approved by the Producer. The Producer shall also supply to the Lessee full sets of the orchestration of the accompanying music at the cost price of same.

Eighteenth This agreement shall in all respects be construed according to the laws of England.

Nineteenth Neither party hereto shall be liable for any delays occasioned by the Act of God or War fire strikes or any other circumstances beyond their control.

Twentieth The covenants herein contained shall bind the parties hereto their executors administrators and assigns.

Twenty-first The Lessee agrees to use the name of "D.W.GRIFFITH" in the Presentation of the said motion picture production said

D.W. Griffith's name to be prominently displayed.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered)
by the above named EMILE)
WERTHEIMER in the presence)
of:-)

E Wertheimer

WITNESS: Ruth K Snapp

Signed sealed and delivered)
by the above named DAVID)
WARK GRIFFITH in the pre-)
sence of:-)

Albert H. Gray

WITNESS: Ruth K Snapp

Romance

AN AGREEMENT made this Fifteenth day of June 1920 between ~~DAVID WARK GRIFFITH of Longacre Building~~ United Artists Corporation 729 seventh avenue New York City United States of America (hereinafter referred to as "the Producer") and EMILE WERTHEIMER of 49 Greek Street London W.1 England (hereinafter referred to as "the Lessee").

WHEREAS the Producer solely controls the right to distribute a certain motion picture production entitled "ROMANCE" featuring Doris Keane hereinafter referred to as "the said motion picture production" for Great Britain (comprising England Scotland Ireland Wales the Channel Islands and the Isle of Man) hereinafter referred to as "the said territory".

AND WHEREAS the Lessee is desirous of obtaining the sole and exclusive right to exhibit and distribute for exhibition and the right to license others to exhibit and distribute positive prints of the said motion picture production within the said territory.

NOW THEREFORE IN CONSIDERATION of the mutual covenants herein contained the parties hereto do hereby agree as follows:-

First The Producer hereby licenses the Lessee to exhibit and distribute and license others so to do the said motion picture production in the said territory for a period of ten years from the date of this agreement.

Second The Producer agrees to supply the Lessee or his agent in New York City United States of America whilst the negative is in his possession or within his control with such positive prints of the said motion picture production as the Lessee may order at the price of four cents and a half per linear foot or at the cost of printing and film stock then ruling in New York City payable on delivery.

Third The Producer agrees to deliver the original negative of the said motion picture production or Postive prints to the Lessee or his duly

authorized agent in New York City within three months from the date of this agreement such original negative to be retained by the Lessee for a maximum period of nine months from the date of its receipt in England.

Fourth The Lessee agrees to supply to the Producer or his duly authorized agent in England whilst the negative is in his possession with such positive prints of the said motion picture production as the Producer may order at the price of two pence farthing per linear foot or at the cost of printing and film stock then ruling in England payable on delivery.

Fifth The Lessee agrees to pay to the Producer for the exclusive rights in the said motion picture production granted under this agreement the sum of Twenty thousand pounds (£20,000) for his sole use and benefit payable as to Five thousand pounds (£5000) on the signing of this agreement and Fifteen thousand pounds (£15,000) on receipt of the original negative or prints in New York City the said Twenty thousand pounds (£20,000) being an advance to the Producer on account of profits and royalties which shall become due to him under the paragraph next following.

E.W. A.L.G.

Sixth The gross amount received by the Lessee from the exhibiting and distribution of the said motion picture production shall be disposed of as follows:-

From all accounts received by the Lessee the Lessee shall retain fifty per centum and shall pay to the Producer a similar amount of fifty per centum against which the Lessee will take credit for the sum of Twentyeight thousand pounds (£28,000) being the sum of Twenty thousand pounds (£20,000) paid on account of profits or royalties under the provision of the Fifth Clause hereof together with a further sum of Eight thousand pounds (£8000) to cover cost of prints advertising

and other expenses.

Seventh The copyright so far as it applies to motion pictures only in the said motion picture production for the said territory shall be vested in the Lessee for the period of the license granted hereunder and the Producer accordingly hereby assigns such copyright to the Lessee for the said territory during the term of this agreement provided that such copyright shall not be assigned by the Lessee to any person firm or company and provided that should this agreement terminate by effluxion of time or otherwise such copyright shall forthwith vest in the Producer.

Eighth Every print delivered to the Lessee under this agreement or made from the negative by the Lessee shall be returned to the Producer at his option before the expiration of the license herein contained provided that in the event of total loss of any such prints or that such prints shall have become useless through wear and tear a statutory declaration to the effect that the remainder of the prints have been destroyed shall be supplied to the Producer if required.

Ninth The Lessee agrees and guarantees that he will not copy or duplicate or cause or permit to be copied or duplicated the said motion picture production or any part thereof.

Tenth The Lessee agrees that he will not exhibit or show the said motion picture production outside the said territory.

Eleventh The Producer agrees that he will not exhibit the said motion picture production delivered to the Lessee hereunder in the said territory nor will he cause or permit so far as he may control the same to be exhibited therein and the Producer will not and will not permit others, lease license hire supply or sell prints of such motion picture production to any person firm corporation or association for use in the said territory during the term of the license

herein granted nor let lease license hire market dispose of exhibit or permit others than the Lessee or those deriving their right to exhibit from said Lessee (so far as the Producer may control such exhibition by others) to exhibit such motion picture production.

Twelfth The Producer hereby gives and grants to the Lessee the right to enjoin any showing of the said motion picture production accepted by the Lessee under this contract by any party not authorized so to exhibit it in the said territory and to sue for damages therefor but any such action shall be taken at the expense of the Lessee and the Producer shall in no way be liable for the acts of the Lessee in relation thereto. The Producer warrants and guarantees that he has full right to grant all rights herein granted to the Lessee. The Producer agrees to hold the Lessee harmless on account of any claim or suit which may be brought against the Lessee on account of the exercise of the rights herein granted or infringement of copyright or title to positive prints.

Thirteenth In the event that the Lessee makes default

(a) in paying to the Producer any of the sums herein agreed to be paid:

(b) in exhibiting prints of the Producer outside of the territory:

(c) in assigning his interest in this agreement except as herein provided for:

Then on the happening of any one or more of these defaults the Producer may at his option terminate this agreement by giving ten days' notice to the Lessee declaring his intention so to do and may then seize and take wherever found any or all prints theretofore furnished by the Producer to the Lessee and the Producer may also enjoin in any court or courts having jurisdiction the use of all prints furnished by the Producer to the Lessee hereunder.

In the event that the Lessee files a petition in

bankruptcy or is adjudged a bankrupt he may assign his interest in this agreement upon and only upon receiving the consent to such assignment by the Producer such consent to be entirely within the Producer's own discretion it being clearly understood that in such event the Producer shall not return to the Lessee any sum of money whatsoever paid to the Producer by the Lessee and that the Lessee shall still be bound to pay to the Producer any sum owing to the Producer under this contract.

Fourteenth The rights and remedies hereinbefore last given to the Producer are in addition to and not in lieu of or in limitation or in derogation of the rights and remedies in this agreement otherwise granted or by law created and vested in the Producer and any waiver by the Producer of any breach by the Lessee whether such waiver be direct or implied shall not be construed to be a continuing waiver or a waiver of or consent to any subsequent breach on the part of the Lessee.

Fifteenth The Prints of the motion picture production delivered hereunder shall not be cut unless censored and shall be run with all titles and sub-titles if any leaders and trailers as delivered to the Lessee except as may be desirable to enhance the value of the said motion picture production in the said territory.

Sixteenth It is understood and agreed that the Lessee is not the representative of the Producer in any manner whatever and the Lessee agrees that he will not so hold out either by advertising or otherwise to the public or to any person whomsoever and that the Producer shall not be liable for or bound by any representation act or omission whatever of the Lessee.

It is further expressly understood and agreed that this agreement in no wise constitutes a partnership between the parties hereto; this agreement is declared to be personal in respect

to each of the parties and it is agreed that the Lessee shall not be permitted to assign this agreement without the written consent of all the parties hereto.

Seventeenth . The Producer shall supply to the Lessee first-class lithographs printed in the English language relating to the production herein referred to at seven (7¢) cents per sheet and other advertising accessories at the usual rates charged for such advertising matter in such quantities as may be required by the Lessee anytime within six months of the date hereof delivery to be made F.O.B. at the address in New York City designated by the Lsssee. The Producer however reserves the right to raise the prices for such lithographs and other advertising material in the event that the price of the manufacture of such advertising material is increased The Lessee shall use only such advertising matter as is furnished or approved by the Producer. The Producer shall also supply to the Lessee full sets of the orchestration of the accompanying music at the cost price of same.

Eighteenth This agreement shall in all respects be construed according to the laws of England.

Nineteenth Neither party hereto shall be liable for any delays occasioned by the Act of God or War fire strikes or any other circumstances beyond their control.

Twentieth The covenants herein contained shall bind the parties hereto their executors administrators and assigns.

Twenty-first The Lessee agrees to use the name of "DORIS KEANE" in the Presentation of the said motion picture production said

Doris Keane's name to be prominently displayed.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered by the above named EMILE WERTHEIMER in the presence of:-

E Wertheimer

WITNESS: Kate Snaps

Signed sealed and delivered by ~~the above named DAVID W. WARK GRIFFITH in the pre-~~ sence of:-
By albert L. Grey on behalf of United artists Corporation

Albert L. Grey

WITNESS: Kate Snaps

MINUTES OF REGULAR MEETING OF
BOARD OF DIRECTORS OF
UNITED ARTISTS CORPORATION
HELD June 15, 1920

A regular meeting of the Board of Directors of United Artists Corporation was held in the office of the corporation on the 9th floor of 729 Seventh Avenue, New York City, New York, at 4 P.M., Tuesday, June 15, 1920.

PRESENT: Mr. Hiram Abrams, Dennis F. O'Brien, Nathan Burkan and Loring R. Hoover.

Mr. Abrams acted as Chairman and Mr. Prager as secretary.

The minutes of the special meeting of the Board of Directors, held June 9th, 1920 were read and duly approved.

Mr. Abrams stated that he had received a proposition relative to marketing and distribution of Kinograms. The matter was discussed and it was decided not to entertain the proposition. Mr. Abrams stated that at future meetings it was his intention to present to the Board, monthly financial statements and also a report from the Treasurer.

There being no further business for the meeting, the meeting adjourned.

SECRETARY

SYNOPSIS - CORNELIA

Mr. Hooker June 15-1920

Cornelia is a frowzy-headed tomboy of 12, and daughter of a Dutch Reform minister in the poorer part of a large city. Her mind is an absurd mixture of religion and mischief, and her escapades are always undertaken from most unselfish motives.

On her way home from school one day, she stops into visit Mrs. Ahern, an Irish near-widow whose husband has disappeared for his health and left her to struggle with a large family. Mrs. Ahern's baby is sick; Cornelia quiets it and learns that there is hardly any food in the house and no coal. The baby must be kept warm. At this point, Pat Ahern, who is Cornelia's particular friend and ally at school comes in, after a vain attempt to pick up coal on the railroad track. Cornelia takes Pat away with her and the two children break into the cellar of the Dutch church and carry off plenty of coal to warm the baby. Cornelia also provides the Aherns with a pie and a few other trifles out of the family pantry.

The baby's illness turns out to be measles, and Cornelia, who has been rocking the baby in her arms, naturally comes down with the measles hereself. Meanwhile, the janitor of the church discovers the theft of coal and Pat Ahern is arrested. In trying to escape, he hits the policeman in the nose, and is consequently charged with assaulting an officer. The officer weighs about 200 lbs. When Cornelia hears of this, she drags herself out of bed on the day of the trial and, at the risk of her life, makes her way to the Police Court, where she tells the Judge the whole story and succeeds in getting Pat Ahern off.

Mrs. Buchove, a straight-laced religious person, calls upon the minister and complains to him of Cornelia's misbehaviour and of the flowers on his own wife's bonnet. The minister brings in the bonnet and the scissors and suggest that the lady alter it then and there, so as to conform to her own standard of godliness. Of course, she does not dare touch it, but Cornelia, who overhears this, vows to bring down the pride of the female Pharisee. Mrs. Buchove's own children are notoriously the wildest young scamps in the parish.

Cornelia makes up to the Buchove children and dilates on the wickedness of putting red pepper down the register in a public place. She tells them that the worst place such a thing could possibly be done would be at prayer meeting, and that they must not think of doing it. Naturally, the red pepper goes down the radiator at the next prayer meeting, just when Sister Buchove is praying loudly for the sins of everybody else, and the prayer and the meeting breaks up in the explosion of sneezes.

Dirk Buchove is caught red-handed when he makes the mistake of rubbing his eyes with a peppery hand.

From her friend, the expressman, Cornelia learns that John Buck, one of the local candidates for Mayor, is a silk-stocking gent and an oppressor of the poor. Cornelia decides to go into politics and defeat him. She composes a song about his silk stockings and high hat, which goes to a popular tune, and with the assistance of Pat Ahern, she prints this verse in large letters on a banner. On the night of the party rally, she and Pat climb

up on the rafters of the hall and, just as Mr. Buck is beginning his speech, they unfurl the banner which falls in front of the platform, hiding all of the candidate except his legs. At the same time, the cornet player in the band, who is Cornelia's friend, the expressman, strikes up the tune. The whole hall joins in and that is the end of the candidate.

During the winter, Pat Ahern and a crowd of school children try to take a ride on the butcher's sleigh. The butcher boy beats them off with his whip and Pat falls and cuts his head open. Cornelia leads an avenging party of snow-ballers, with such success that the horse runs away and dumps the sleigh over. Cornelia and Pat are expelled from school. Cornelia's father, who has to pay damages out of money set aside for charity and who is also at his wits' end over Cornelia, tells her that hereafter she is to be her own boss and do as she likes; none of the family will pay any attention to her, or tell her to do, or not to do anything.

After thinking it over, Cornelia gets a job as cash girl in a Department Store for the Xmas. rush, where she works herself nearly sick for two weeks and earns the money to pay her father back. Then she comes to him and begs to be bossed again.

Comment: The book, whihh is a short one, should be read in order to get the possibilities of the character and of many details which are necessarily left out of the synopsis.

It is the cleverest and most amusing study of a tomboy girl I have seen for some time. Cornelia invariably has virtuous motives, and her mixture of religion and mischief make her a very amusing and sympathetic part. The action and episodes are humorous and pictorial.

On the other hand, the weakness of the story is that it is constructed as a string of episodes almost like separate short stories, strung together along the line of Cornelia's character. For picture purposes, it would take a great deal of work to weave this material together into a coherent story. It is also to be noted that the snow-ball scene, and some of the others, are supposed to take place in winter.

TELEPHONES
MAMARONECK { 1190 1191 1192 1193 1194 1195

D. W. GRIFFITH STUDIO
ORIENTA POINT
MAMARONECK, N. Y.

June 15, 1920.

Received from The D. W. Griffith Studio, the sum of Seven Hundred and Fifty Dollars ($750.00) re-payable in weekly installments of Fifty Dollars ($50.00) each week. The above loan shall constitute lien on my salary and in the event of my death, shall be charged against whatever amounts are due me at that time.

D. W. Bitzer

Dear Mr. Baughof:-

As you asked, I am sending you the message Mr. Wilson sent you in his telegram to me to-day.

"Phone Mr. Baughof that I helped prepare circulars to-day and Commelman plans elaborate campaign. Also say Romance advertised as Griffith Production."

I would send you the message only it is all personal with

This exception.

Sincerely,
Philura J. Wilson.

Mrs. Frank R. Wilson.
124 West 72nd St.
June 17-1925.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF THE PRESIDENT

June 17th, 1930.

Mr. A. Banzhof,
2 Rector Street,
New York, N. Y.

Dear Mr. Banzhof:-

I am attaching herewith copy of a letter which I believe should be sent to all exchange managers as soon as possible.

I have taken this matter up with Miss Pickford, Douglas Fairbanks and Mr. Griffith, and all of them have agreed that it would be a splendid policy to adopt.

I trust that it will likewise meet with your approval.

Sincerely,

Hiram Abrams

P. S. Sent copy of this letter to Mr. Berkan. and Mr. O'Brien.

HA/AG

June 17th,1920.

Mr. J. Von Tilzer,
United Artists Corporation,
729-7th Ave.,
New York City, N. Y.

Dear Mr. Von Tilzer:-

It gives me great pleasure to advise you that I have about consumated an arrangement with the artists, whereby the sales managers and the department heads of this office, will participate in the profits of this Corporation.

The details of this proposition will be worked out and forwarded you within the immediate future.

I want you to know, Mr. Von Tilzer, that the successful handling of your office and your efforts are greatly appreciated and in addition to your weekly income, I feel that you are entitled to share additionally in the profits that you help to earn.

Your continuing to keep weekly expenses down to the lowest minimum, you will greatly help us make the profits to be divided just that much larger.

There has always been a feeling of uncertainty connected with the motion picture industry. We want to dispel this doubt in the mind of anyone connected with this Organization and assure you that we are just as desirous of your being certain of your permancy with this Organization, as we are wanting to feel that you will always remain so.

Cordially,

Mamaroneck, New York,
June 17th, 1920

Mr. A. P. Holt,
Standard Film Company, Ltd.,
7 Gracechurch St.,
London, E. C. 3.

My dear Mr. Holt:

Indeed I well remember when the Assistant Provost Marshall found urgent business at the rear. In truth, the memory of that and other days with you I hold among the dearest treasures of my memory.

As for the pictures going out through the United Artists, the matter of releasing has not yet been determined. Mr. Grey, our manager in this department, is now in Europe. However, he is expected here the 28th. On his return I will take up this matter with him.

I have had hopes of a visit abroad soon myself in which case I shall be very glad to renew our acquaintanceship.

In any case we will take up this business matter about which you write and see if something can be done.

Sincerely yours,

DWG-W

HIDDEN CREEK Katharine Newlin Burt

Synopsis by Mr. Hooker - June 17, 1920.

Sheila Arundel is the daughter of an artist - Irish - gentle, dreamy and unsuccessful; an idealist who, at the beginning of the story, dies in New York and leaves his daughter alone with no inheritance, except a parting injunction to "keep looking at the stars." Sheila is the same sort of character as her father translated into girlhood. She is sensitive and dreamy, with a natural timidity covering real courage and an utter lack of knowledge of the world.

Having no where else to go, Sheila is under the care of a man named Hudson, for whom her father has been doing some work. Hudson is a middle-aged man with a family - a man naturally coarse, who rather fancies himself an idealist and is quite unaware of his own coarseness and that of his surroundings. He runs an hotel and bar in a small Western town - not Western in the picture sense, but one of those tawdry, ugly narrow little communities which lie between civilization and the wildness of the cattle country and without the virtues of either.

Hudson intends Sheila to act as barmaid in his hotel to shed an atmosphere of sweetness and refinement over the place and to be a sort of Goddess of the Cuspidors. That idea is just like him; he has idealism enough to dream of such a thing and not enough refinement to see that the effect will be to degrade the girl instead of uplifting the hotel.

Hudson has a vulgar, slatternly wife and two perfumed

daughters, society belles of the place, who hate Sheila naturally and instinctively. There is also a son, Dickie, - a rather frail boy both physically and mentally, and a natural born poet frustrated and degraded by his surroundings into a mere drunken coward. He has real beauty in him which he cannot express, and which no one around him can understand, so he drowns his constantly outraged sensibilities in drink and is despised and hated by his father in consequence.

Dickie falls in love with Sheila immediately and, of course, equally he does it very badly, with a repulsive awkwardness only equalled by his sincerity. She is simply the one beautiful thing that he has ever seen in his life and the only human being who shows him any kindness, for Sheila has enough natural insight to sense the stunted germ of beauty and of manhood which underlies his superficial degradation. She falls half in love with him as it is; if she could possibly respect him, she would do so altogether.

Hudson, meanwhile, has unconsciously become obsessed by an unclean, old-man's attraction for Sheila's girlish freshness. He does not in the least realize this himself, but its effect is to turn his idealism of Sheila as the Goddess of the hotel into a sort of passion, to make him instinctively jealous of Dick and to arouse in his wife an equally instinctive jealousy. Dickie sees this and sees also that Sheila's situation is degrading to her. What it amounts to is that Hudson is using Sheila's beauty and innocence as a bait to draw customers to his bar. Dickie tells his father so in so many words and has an unavailing and furious quarrel with him. Meanwhile, he gives up drinking and desperately tries to make a man of himself for her sake.

A handsome cowboy, Cosme Hilliard, with Spanish blood on one side and on the other a good Eastern family and some education, comes to the hotel and gets into a single handed fight against a crowd of men, in which he is victorious and which is partly in defense of Sheila. He is chivalarous enough to kiss her hand when he might have done more, and by this, and by the romantic manliness of him, Sheila is attracted physically and through her imagination.

Dickie is tortured by his sense of the whole situation, and by his own impotence to do anything about it, to the point where he decides to go away. Sheila kisses him good-bye. Hudson comes in and sees this, misunderstands and turns wholly bestial. He beats up Dick, then turns upon Sheila and kisses her savagely, saying that, if she is to be kissed at all, he will do the kissing. Dickie gets drunk, incidentally setting the hotel on fire and runs away to New York.

Sheila also runs away to Hidden Creek in the really wild cattle country, where she lives with Miss Blake, an abnormal masculine brute of a woman with an unhealthy hatred of sex, and who lives alone surrounded and protected by a pack of wolfish dogs. Hilliard turns up again and Sheila's love affair with him progresses to the point of an engagement. Miss Blake, seeing this going on and hating it for its own sake, contrives to separate the two by lying to Hilliard about Sheila's character and in turn lying to Sheila about his reason for leaving the country.

Hilliard goes to New York, where he meets Dickie, who is now making a name for himself by writing poetry and is finding hiself as a man through contact with other people who understand

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and respect his artistic side. Hilliard helps him to his success and the two become friends.

Hilliard inherits a fortune from his family in the East but he is prevented from going back to Sheila by an injury, which confines him to the hospital and Dickie, for his friend's sake, agrees to go to her as Hilliard's messenger and bring Sheila back to him. Sheila, meanwhile, has been having a terrible time storm-bound through the winter with the half-crazy woman and her savage and starving dogs. (There are very effective scenes here which, however, are both difficult to picture and are but loosely connected with the main line of the story).

In the spring, Dickie arrives and pleads the cause of his friend and rival with Sheila with all the poetic power which is his, but Sheila recognizing from his speech that Dickie has come into his own and is really the only man whom she has loved breaks with Hilliard and takes Dickie instead.

B.H.

ICR

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Everybody's Magazine

HIDDEN CREEK

Katherine Newlin Burt

A hotel man from the rough Montana country buys an artist's picture for his bar-room in one of his hotels. When he goes to get the picture, he finds the artists has died and left his seventeen year old daughter alone with no means except the price of the picture. He offers her a home and the shy bewildered girl accepts the offer. His wife and two rather coarse daughters do not welcome the girl very warmly and she is so acutely miserable and lonely. She finds in the sensitive, but dissolute and weak son of her benefactor a sympathetic soul who understands her sensitiveness because of his own unhappiness.

The benefactor has hinted at a purpose in bringing her West, and she finally learns after listening to terrifying innuendos from the man's wife that he wishes her to act as barmaid in his hotel, feeling that her shy beauty will give the rough men an ideal and a dream that will bring much that is worth while into their lives. He is so sincere in his purpose and so certain that she will seem like an angel to them that the girl resolves to accept.

ELMER [illegible]TON

In lieu for waiving immediate payment of salary for weeks ending June 18th and June 25th, amounting to $750.00 each week, a total of $1500.00, we hereby agree to increase the above mentioned payments of $650.00 to $750.00 a week for fifteen consecutive weeks, beginning with the week ending June 18th and ending September 24th. Thereafter, the weekly payments are again to be made at the rate of $650.00 per week as above mentioned, the object of this being to pay the salary due you for the weeks, ending June 18th and 25th at the rate of $100.00 per week covering a period of fifteen weeks instead of $750.00 per week covering a period of two weeks.

Oct 8th.

$150

Prod. N.T.E. a/c No.... Vo No. 7083
Account: .....
Checked: ..... Paid by Check .....
O. K. .....

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apr. 1300

This bill is all paid
Paid see JE-79

HOTEL SEYMOUR
FIFTY WEST FORTY-FIFTH STREET
NEW YORK

June 18, 1920

Mr. D.W. Griffith,
Mamaroneck, N.Y.

Dear Sir:-

Please find enclosed letter of introduction to you given me by Mr. J. Emerson Will you kindly let me know if you have no objection to my visiting your studio and what day and time would be most suitable to you.

Awaiting your early reply for which I wish to thank you, I remain,

Yours truly,

E Marchand

HOTEL SEYMOUR
FIFTY WEST FORTY-FIFTH STREET
NEW YORK

Dear D.W.

This will introduce M. Edgar E. Marchand of Paris, who is in America studying studio construction, equipment etc, with a view to building a modern studio in Paris to rent to American producers who

with to work
in France.
I think it is
up to us to help
him, and any
courtesy you
may extend to
him will be
greatly appreciated
by
Yours.
John Emerson

file 6/15/20

AGREEMENT made this day of June 1920

by and between DAVID W. GRIFFITH, party of the first part, hereinafter called the "PRODUCER", and ELMER CLIFTON, party of the second part, hereinafter called the "DIRECTOR"

W I T N E S S E T H :

* * * * * * * * * * * * * * * * * * * *

FIRST: The Producer hereby engages and employs the Director for a continuous period of one year beginning from the 1st day of June, 1920, as a motion picture director to direct, set up, instruct, manufacture and produce motion picture rehearsals, acts, parts, seenes, settings, roles, and plays as ordered by the Producer at the Studio or Studds of the Producer in New York or wherever else located or on designated location or at any other place required by the Producer for the agreed weekly salary of $750. payable weekly by the Producer to the Director.

The Producer further agrees to pay to the Director on December 31st 1920 the sum of ~~$7,800.~~ 10800 bonus on account of 3% of the net profits of the pictures produced by the Producer known as the "C-Series" from one to seven inclusive, and $3000 for #2 Idol Dancer it being understood that if

the 3% of the profits of said "C-Series" does not amount to said $7,800. then in that event the amount so overpaid to the Director shallbe charged to him against his bonus account for the term of this contract ending ~~June 1st~~ May 31st 1921; and the Producer further agrees to pay to the Director (the sum of ~~$15,600~~ 17600. bonus on June 1st 1921 ~~as an advance on~~ the respective percentages of profits or cash payment of the following pictures:

6% on the Series "C-8" and "C-9" inclusive.

3% on The Gamiest Girl, known as "N-3". and

~~$3,000. cash on picture known as "Idol Dancer"~~, and if ~~any~~ such percentage of profit as aforesaid including ~~or~~ cash payment amounts does not ~~to more than~~ said $15,600. aforesaid, then in that event the account so overpaid to the Director shall be charged to him against ~~shall be credited by the Director to the Producer on the~~ his bonus account for the term of this contract ending May 31st 1921 ~~accounts hereinafter agreed to be paid~~.

And the Producer further agrees to pay the Director an additional bonus for the period from June 1st 1920 to December 31st 1920 a sum equal to $250. per week as an advance of 3% of the Producer's profits on the picture entitled "Way Down East", known as U-1, and the next following production to be known as U-2; that ~~said~~ said

bonuses and percentages of profits shall be paid by the
on or before March 31st ~~1922~~ 1921
Producer to the Director ~~upon the dates aforesaid~~.

The Director agrees ~~that~~ on and after January 1st
one
1921 ~~the~~ to personally direct and produce ~~the~~ picture at
the Producer's Studio at a cost not to exceed $125,000.
including cost of all necessary prints, and the Producer
agrees to pay to the Director a further compensation on
bonus
account of said production 25% of the net profits which he
from any and all ~~sources~~
may derive from such production, and the Director hereby
grants an option to the Producer, which said option shall
upon final completion of.
be exercised by the Producer ~~two weeks before the release~~
by the director one
~~date~~ of the production above-mentioned for the exclusive
services of the Director to direct and produce four
additional pictures upon the same terms and conditions here-
inbefore provided for with a further option to the Producer
for the additional services of the Director to direct and
produce four additional pictures during the production of
additional 4
which pictures the Producer agrees to pay, and the Director
agrees to accept the sum of $1,000. per week and 25% of
the net profits which the Producer may derive from ~~the sale~~
~~or release of said~~ such productions. from any & all sources

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~~1/2~~ ~~1/2~~

After the 1st picture the Director shall be entitled to invest in any one or all of the next 4 productions to an amount not exceeding 25% of the total cost of each of said productions, and after the earnings of any one production has paid back its total cost thereof the Director shall be entitled in addition to the 25% hereinbefore provided for a further percent of the net profits earned from each ~~production~~ in which he may have invested funds to the extent of his ~~of the percentage of the amount of his investment of his part in the profits of each such production~~ (in such production) ½ of the percentage of his investment of / of profits

~~Said Director~~ First

~~Director investment~~

He has decided to invest up to 50% in the 2d four productions

After the first picture, the director will be entitled to invest in any one or all of the next four productions to an amount not exceeding 25% of the total cost of each of the said productions and up to 50% of the total cost of each of the said two---four productions mentioned herein, and after the earnings of any one production has paid back its total cost thereof, the director shall be entitled in addition to the 25% heretofore provided for, a further percent of the net profits derived from each production in which he may have invested funds to the extent of one-half of the percentum of his investment of such production. It is hereby understood and agreed that the net profits be divided between producer and director on the basis outlined above, shall consist that portion of the profits remaining after the deduction of the total cost of the production and the 25% bonus as mentioned herein.

An example of the division of the net profits, is as follows:

If the producer invests 75% and the director 25% of the total cost of the production, then the director shall be entitled to one-half of the percent of his investment and the producer shall receive 87½% of the profits after the deduction of the production cost and 25% bonus.

The productions shall be known as the Elmer Clifton Productions. No other name will be featured with these productions unless Mr. Griffith consents to present these productions personally under his own name.

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DAVID W. GRIFFITH

-with-

CENTRAL UNION TRUST CO. OF N.Y.

- - - - - - - - - - - - - - - - - - -

A S S I G N M E N T

- - - - - - - - - - - - - - - - - - -

DATED: June 18th 1920.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

WHEREAS, I, DAVID W. GRIFFITH, of the Village of Mamaroneck, Westchester County, New York, have applied to the CENTRAL UNION TRUST CO. OF NEW YORK for a loan in the sum of TWO-HUNDRED THOUSAND ($200,000.) Dollars for use in my business now carried on by me at my Studio at Mamaroneck, Westchester County, New York, and

WHEREAS, the Central Union Trust Co. of New York is unwilling to make such loan of Two- hundred thousand ($200,000.) Dollars aforesaid unless the same is secured by an assignment to it of all my right title and interest in and to a series of motion picture photoplays known as the DOROTHY GISH PRODUCTIONS and carried on my books as C-10, 11, 12, 13 and 14, all of which said productions are completed, with the exception of C-14 which is in the course of production and two-thirds finished, and an assignment of all my right, title and interest in and to said productions, together with all receipts due me or to grow due me out of my share from the gross receipts arising out of the sale of said pictures of the aforesaid Dorothy Gish Series of productions, through the Famous Players-Lasky Corporation for the entire World,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That I, DAVID W. GRIFFITH, in consideration of the loan in the sum of TWO - HUNDRED THOUSAND ($200,000.) DOLLARS being made to me by the said Central Union Trust Co. of New York, and the sum of One ($1.00) Dollar lawful money of the United States to me in hand paid before the ensealing anddelivery of these presents, receipt whereof is hereby acknowledged and of the premises herewith, have sold, assigned, transferred

and set over unto the Central Union Trust Co. of New York, its successors and assigns to its own proper use and benefit all of my right, title and interest in and to the motion picture photoplays known as the "DOROTHY GISH SERIES", as aforesaid for the entire World and of all sum or sums of money now due or to grow due me from contracts covering the leasing or distribution of said pictures had or to be had through the Famous Players-Lasky Corporation throughout the entire World pursuant and subject to the terms of the contract had by and between me and the Famous Players-Lasky Corporation, a copy of which is hereto annexed and made a part hereof. This assignment is subject to the aforesaid contract with the Famous Players-Lasky Corporation for the release of such pictures throughout the entire World, and I do hereby give said Central Union Trust Co. of New York, its successors and assigns full power and authority for its own use and benefit to ask, demand, collect, compound and give acquittance for the same or any part thereof and in my name and otherwise to prosecute and withdraw any suit or proceedings at law or in equity therefor.

I represent that I will, as Trustee of the Central Union Trust Co. of New York, collect all the sum or sums of money due or to grow due by reason of said contracts with the Famous Players-Lasky Corporation arising out of the exploitation and exhibition of the aforesaid described pictures and to deliver the same to the Central Union Trust Company of New York upon demand.

I further represent that said picture negatives and contract and none of the payments due thereon pursuant to the terms of the aforesaid contract with the Famous Players-Lasky

Corporation have heretofore been assigned and that the same are owned by me, subject to the terms of the aforesaid contract free from all offsets and counterclaims.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal this 18th day of June, 1920.

D W Griffith (L.S.)

CITY, COUNTY AND)
: ss.:
STATE OF NEW YORK.)

On this 18th day of June, 1920, before me personally came and appeared DAVID W. GRIFFITH, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Gertrude Denneen.

Notary Public, Kings County N. Y.
Clerk's No. 189, Register's No. 1077
Certificate filed New York Co. No. 191
New York County Register's No. 1268
Commission expires March 30, 1921

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DAVID W. GRIFFITH

-with-

CENTRAL UNION TRUST CO. OF N. Y.

- - - - - - - - - - - - - - - - - - - -

A S S I G N M E N T

- - - - - - - - - - - - - - - - - - - -

DATED: June 18th 1920

WHEREAS I, DAVID W. GRIFFITH, of the Village of Mamaroneck, Westchester County, New York, have applied to the CENTRAL UNION TRUST CO. OF NEW YORK for a loan in the sum of TWO - HUNDRED THOUSAND ($200,000.) DOLLARS for use in my business now carried on by me at my Studio at Mamaroneck, Westchester County, New York, and

WHEREAS, the Central Union Trust Co. of New York has heretofore and under date of January 30th 1920 loaned to me through the UNITED ARTISTS CORPORATION the sum of One hundred Seventy-five thousand ($175,000.) Dollars with interest, payment of which said sum is evidenced by a demand note dated January 30th 1920 to the order of the United Artists Corporation for said sum, payable at the Central Union Trust Company, 42nd Street Branch, on demand, payment of which sum is secured by an assignment of all my right, title and interest in and to the motion picture rights of the dramatic production known as "WAY DOWN EAST" and of my Eighty (80%) percent interest of the gross receipts to be received by the United Artists Corporation on the release thereof pursuant to terms of the contract had by and between the United Artists Corporation and made under date of 5th day of Feb.,1919, by and between me and the United Artists Corporation aforesaid, which contract is made a part hereof, by which assignment the United Artists Corporation is to collect said Eighty (80%) percent of the gross receipts derived from the exhibition of said picture until the liquidation of the note aforesaid, and

WHEREAS, the Central Union Trust Co. of New York is unwilling to make such further loan of Two - hundred thousand

($200,000.) Dollars aforesaid unless the same is secured by an assignment to it of all my right, title and interest in and to the photoplay known as "WAY DOWN EAST" and an assignment of the negative thereof, together with all receipts due me or to grow due me out of my Eighty percent share from the gross receipts arising out of the sale of said picture "WAY DOWN EAST" through the United Artists Corporation subsequent to the liquidation of the aforesaid indebtedness of One hundred Seventy-five thousand ($175,000.) Dollars and of the further assignment of the World's rights which I own outright in and to such picture outside of the United States and the Dominion of Canada, and of the gross receipts to be received by me out of the release, sale or exhibition thereof throughout the entire World.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That I, DAVID W. GRIFFITH, in consideration of a loan in the sum of TWO - HUNDRED THOUSAND ($200,000.) Dollars, being made to me by said Central Union Trust Company of New York, and the sum of One ($1.00) Dollar lawful money of the United States to me in hand paid before the ensealing and delivery of these presents, receipt whereof is hereby acknowledged and of the premises herewith have sold, assigned, transferred and set over unto the Central Union Trust Co. Of New York, its successors and assigns to its own proper use and benefit all of my right, title and interest in and to the motion picture negative and positive prints thereof of the picture known as "WAY DOWN EAST" for the entire World, and all sum or sums of money now due or to grow due me upon contracts covering the leasing or distribution of said picture, had or to be had with the United Artists Corporation for the United States and

and Canada or with any other person, firm or corporation for contracts other than the United States and Canada. This assignment is subject to the contract made by me with the United Artists Corporation for the release of such picture in the United States and Canada and subject to the assignment to the United Artists to secure the payment of the sum of One Seventy-five thousand ($175,000.) Dollars aforesaid due by me and the United Artists Corporation to the said Central Union Trust Co. of New York, and I do hereby give said Central Union Trust Co. of New York, its successors, and assigns full power and authority for its own use and benefit to ask, demand, collect, compound and give acquittance for the same, or any part thereof, and in my name or otherwise to prosecute and withdraw any suit or proceedings at law or in equity therefor. I represent that I will as Trustee of the Central Union Trust Co. of New York hold the aforesaid picture negative and positive prints thereof hereinbefore described and I do further hereby authorize said United Artists Corporation as Trustee for the said Central Union Trust Co. of New York to collect the sum or sums of money due or to grow due me on account of the leasing or exhibition of said photoplay pursuant to the contracts now had or to be had with the United Artists Corporation in the United States and Canada or from any other person, firm or corporation relating to receipts received from the exhibition or release of said photoplay in foreign territory and I hereby authorize said United Artists Corporation as trustee as aforesaid to deliver and pay the same to the Central Union Trust Co. until such time as the aforesaid loan or any subsequent loans which the said Central Union Trust Co. might make to me is fully liquidated.

I further represent that the picture negative of the aforesaid photoplay is fully insured against loss by fire and that I will, as Trustee for said Trust Company, collect and deliver to it any and all insurance money or intstruments for the payment of money so due.

I further represent that said motion picture negative and contracts had or to be had with the United Artists Corporation or any other person, firm or corporation arising out of the domestic or foreign rights of the exhibition and distribution of said picture and none of the payments due or to grow due thereon have heretofore been assigned, and the same are owned by me subject to the terms of the contracts had or to be had with the United Artists Corporation, except as hereinbefore mentioned free from all offsets and counterclaims.

IN WITNESS WHEREOF I have hereunto ~~set~~ set my hand and affixed my seal the 18thday of June, 1920.

D W Griffith (L.S.)

CITY, COUNTY AND :
: ss.:
STATE OF NEW YORK:

On this 18th day of June, 1920, before me personally came and appeared DAVID W. GRIFFITH, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Gertrude Hennegan.

Notary Public, Kings County N. Y.
Clerk's No. 189, Register's No. 1077
Certificate filed New York Co. No. 191
New York County Register's No. 1263
Commission expires March 30, 1921

KNOW ALL MEN BY THESE PRESENTS, that DAVID W. GRIFFITH, as Principal, (hereinafter called "Principal") and NATIONAL SURETY COMPANY, as Surety, (hereinafter called "Surety") are held and firmly bound unto CENTRAL UNION TRUST COMPANY OF NEW YORK, as obligee (hereinafter called "Obligee") in the full and just sum of ONE HUNDRED TWENTY-FIVE THOUSAND ($125,000.00) DOLLARS, to the payment of which the principal and surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED this 24th day of June, 1920.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT

WHEREAS, the said principal has applied to the obligee for the discount of a certain demand note for Two Hundred Thousand ($200,000.00) Dollars, dated June 24th, 1920, made by D. W. G. Corporation, a Delaware corporation, which said note is duly endorsed by the principal, and

WHEREAS, the said obligee has agreed to make the said discount provided the said principal give his bond with acceptable surety in the sum of One Hundred Twenty-five Thousand ($125,000.00) Dollars, guaranteeing to that extent that in the event the said note be not paid by the maker upon demand, that the said principal will pay the same.

NOW THEREFORE, the condition of this obligation is such, that if the said note be paid upon legal demand, either by the maker thereof or the said principal, as endorser, this obligation shall be void; otherwise to remain in full force and virtue.

THIS INSTRUMENT IS MADE AND DELIVERED UPON THE FOLLOWING EXPRESS CONDITIONS PRECEDENT:

FIRST: Immediate written notice shall be given by the obligee to the surety at its Home Office, 115 Broadway, New York, N. Y., of default in the payment of the said note, after due and legal demand and of the failure of the said principal, as endorser, to pay the same.

SECOND: Any collateral held by the obligee as security for the payment of the said note shall first be exhausted and applied before any recovery can be had against the surety. The liability of the surety hereunder shall in no event be more than One Hundred Twenty-five Thousand ($125,000.00) Dollars and shall be apportioned at the rate of One Hundred Twenty-five Thousand ($125,000.00) Dollars to Three Hundred Seventy-five Thousand ($375,000.00) Dollars, the surety paying the loss in such proportion that may be sustained by reason of the non-payment of the above mentioned note.

THIRD: In the event of the payment by the surety

of loss hereunder, the surety shall be subrogated to the extent of any such payment, and in the event of subsequent recovery of salvage, the surety shall be entitled to participate in the salvage so recovered to the extent of one-third (1/3) the amount thereof, that is to say in the ratio of One Hundred Twenty-five Thousand ($125,000.00) Dollars to Three Hundred Seventy-five Thousand ($375,000.00) Dollars.

Signed, Sealed and Delivered by the Principal in the Presence of D.W. Griffith

Gertrude Dennison. NATIONAL ~~SURETY~~ COMPANY,

By Vice-President.

Attest: L.W. Tibbetts
~~Resident~~ Assistant Secretary.

June 18, 1920.

Messrs. Counselman & Company,
112 West Adams Street,
Chicago, Ill.

Dear Sirs:

I am engaged in producing motion pictures for distribution throughout the civilized world and own and operate a studio at Mamaroneck, New York, which is built upon approximately 28-1/2 acres, title to which stands in the name of the D.W.G. Corporation. That Corporation also owns 30 acres of land near the studio site which was purchased for the purpose of obtaining a right of way for electric power lines to the studio. Said tracts of land are free of all liens and encumbrances except purchase money obligations aggregating $320,000. I own the entire capital stock of said Corporation.

I propose to transfer or cause to be transferred to a new corporation (hereinafter called theNew Company), tobe known as D. W. Griffith, Incorporated, to be organized under the laws of the State of Maryland or of such other state as your counsel may approve, for the purpose of continuing my motion picture business, and to have a capitalization as hereinafter stated, said land and studio and also the following property and assets:

(1) The assets described in detail in the appraisal by Messrs. Coates & Burchard, a copy of which marked Schedule A is hereto annexed.

(2) The assets shown upon the books and records which

were the basis of the report of Messrs. Price, Waterhouse & Co., dated June 1, 1920, a copy of which marked Schedule B is hereto annexed.

(3) 300 shares of preferred stock of United Artist Corporation of the aggregate par value of $30,000, and all shares of common stock of United Artist Corporation without par value owned by me and all my rights toacquire additional stock of said Corporation.

(4) All contracts which I have with actors and actresses and which I believe to be of a value of at least $250,000.

(5) All contracts which I have for the distribution of motion pictures produced by me.

(6) All my rights, direct or indirect, in the following pictures, or any income therefrom:

(a) Six pictures, known as D-1 to D-6, inclusive, made for the Artcraft Program and now being distributed by Famous Players-Lasky Corporation;

(b) "Hearts of the World" now being distributed by Famous Players-Lasky Corporation;

(c) Fourteen pictures, known as the "Dorothy Gish Series", C-1 to C-14, inclusive, now being distributed by Famous Players-Lasky Corporation;

(d) A reversionary interest in two pictures, known as "N Series 1 and 2", now being distributed by First National Exhibitors' Circuit, Inc.,

(e) Fractional interest in profits of "Romance",

now being distributed by United Artist Corporation;

(f) All other motion pictures now in the course of production by or for me, directly or indirectly.

(7) All other rights and interests which I may have directly or indirectly connected with the motion picture business heretofore conducted at said studio.

(8) The good will of my motion picture business.

The consideration of said transfer shall be the issue to me of the entire 375,000 shares of its Class B stock, and the delivery to me of its promissory note payable September 1, 1920 without interest for the sum of $150,000 plus an mount equal to the amounts advanced by me personally to the business between April 30, 1920 and the date of the transfer to the New Company.

The property and assets tobe acquired by the New Company as of April 30, 1920 were on that date subject only to the following liabilities:

Real Estate Purchase Contract,	$320,000.00
Notes Payable,	175,000.00
Current Accounts Payable and Percentages Accrued to Employees	127,366.95
The obligations under the above mentioned Contracts.	

The only changes in said liabilities are such as may have occurred in the current accounts and notes payable in the ordinary course of the business, and other loans not exceeding $50,000, and a purchase note given to acquire the film of "The Gamest Girl" in the amount of $315,000. The New Company is to assume only said

liabilities.

The Balance Sheet as of April 30, 1920 of the business tobe transferred tothe New Company will be as set forth in Schedule C heretoannexed.

The total authorized capital stock of the New Company will be 500,000 shares, without par value, divided into 125,000 shares of Class A stock and 375,000 shares of Class B stock. The rights, priorities and privileges of said classes will be substantially as follows:

(1) Out of the surplus or net profits arising from the business of the NewCompany the holders of Class A stock shall be entitled in each fiscal year of the New Company to receive dividends at the rate of $1.50 per share per annum, payable quarterly, semi-annually or annually and on such dates as the Board of Directors may determine, before any dividends shall be paid or declared or set apart for payment upon the Class B stock in such fiscal year; but such dividends shall not be cumulative.

(2) Out of any surplus or net profits arising from the business of the NewCompany remaining after full dividends as aforesaid on the Class A stock shall have been paid or set aside and after or concurrently with the making payment of or provision for full dividends on the Class A stock for the current fiscal year, dividends may be paid or declared or set aside for payment in such fiscal year upon the Class B stock

to the exclusion of the holders of Class A stock, up to but not exceeding dividends at the rate of $1.50 per share per annum but such dividends shall not be cumulative.

(3) Out of any surplus or net profits arising from the business of the New Company remaining after such payment of full dividends upon bhch the Class A stock and the Class B stock in any fiscal year and after making such provision, if any, as the Board of Directors of the Corporation may deem necessary for working capital, dividends may be paid or declared or set aside for payment in such fiscal year upon the Class A and Class B stock share and share alike.

(4) In the event of any liquidation, dissolution or winding up of the New Company, the holders of Class A stock shall be entitled to receive, if such liquidation, dissolution or winding up be involuntary, an amount equal to $20.00 per share, or, if such liquidation, dissolution or winding up be voluntary, an amount equal to $25.00 per share, for every share of their holdings of Class A stock before any distribution of the assets shall be made to the holders of Class B stock. After said sum has been paid to the holders ofClass A stock, the holders of Class B stock shall be entitled toreceive out of the remaining assets, if such liquidation, dissolution or winding up be involuntary, an amount equal to $20.00 per share, or if such liquidation, dissolution or winding up be voluntary an amount equal to $25.00 per share for every share of their holdings

of Class B stock. Any assets remaining after the holders of Class A stock and Class B stock shall have received the amounts aforesaid, shallbe distributed ratably among the holders of the Class A and Class B stocks share and share alike.

(5) Without the affirmative vote or written consent of the holders of a majority of the Class A stock, the New Company shall not

(a) dispose (by sale, consolidation, merger, lease or otherwise) of the property and business of the New Company substantially in their entirety; provided, however, that the sale of films in usual practice of the business shall not be deemedto be limited hereby;

(b) voluntarily liquidate or dissolve or wind up;

(c) create or assume any mortgage or other lien to secure an issue of bonds or otherwise, other than purchase money mortgages;

(d) create any shares of stock having priority over or on a parity with Class A stock or increase the authorized Class A stock;

(e) create or issue or assume or guarantee any bonds, notes or other evidences of indebtedness maturing later than one year from the date of issue.

(6) The New Company shall at alltimes during my employment by it carry and maintain insurance in the amount of $500,000 upon my life and against my total disability, payable to it,

if obtainable and shall at all times unless the holders of two-thirds in amount of Class A stock at the time outstanding shall otherwise consent in writing, carry insurance on its other principals and stars payable to it in the amount of $500,000 if obtainable. Any proceeds of any such insurance on my life or total disability shall forthwith upon collection be deposited in a bank or trust company in New York City and all amounts so deposited shall, for a period of six months after such deposit, be applied by the New Company to the purchase of shares of the Class A stock if and to the extent that such shares shall be tendered to it at a price not exceeding $15.00 per share, and to the extent that any amount so deposited shall not be exhausted by the purchase of stock so tendered within said period of six months from its deposit, the balance of such amount shall upon the expiration of said period immediately revert to the general treasury of the New Company. Any proceeds of any such insurance upon other principals and stars shall be paid into the general treasury of the New Company without restriction as to its use. Within one week after any moneys shall be set aside for the purchase of Class A stock under the provisions of this paragraph (5), the New Company shall notify the holders of the Class A stock by letter sent by registered mail addressed to them at their last address of record with the New Company, of the amount so

set aside and soliciting tenders of Class A stock within said period of six months.

(8) The New Company shall have six directors, and ~~so long as any of the Class A stock shall be outstanding~~ I will cause to be elected to the Board for the first year two persons nominated by you,

I will, immediately upon the organization of the New Company, enter into a contract with it to serve as its General Director for a period of ten (10) years, at a salary of $200,000 per year payable in weekly installments and will agree during such period to give my entire time and best efforts to the successful prosecution of its business and not otherwise to enter into or to have any interest in, the production or distribution of motion pictures or to permit the use of my name in any motion picture enterprise other than that of the New Company, except that I may produce motion pictures in the Territory of Alaska and own five per cent (5%) of a company producing motion pictures in Arizona.

I confirm my agreement to cause the New Company, in consideration of your agreement to advance to the New Company the expenses of incorporating the New Company and to use your best efforts to put yourselves in position to purchase as much as possible of said Class A stock, and in further consideration of your agreement that a member of your firm will serve as a director of the New Company for a period of one year and will, from time to time, during each year, give it advice on such financial

matters as it may request, to grant to you an option to purchase at the price of $8.50 per share all or any part of the 125,000 shares of Class A stock, at any time or from time to time on or before September 15, 1920, provided however that if you have not purchased $150,000 of stock by July 15, 1920 this option shall expire on July 15, 1920. Notice of the exercise of said option in respect of the number of shares which you may from time to time elect to take may be given by registered mail addressed to the New Company at Central Union Trust Company, New York City, N.Y. at any time on or before the date of expiration of the option and delivery to you or upon your order of certificates for amounts of stock upon which you may from time to time exercise said option, and payment therefor, shall be made at Central Union Trust Company, New York City, within ten days after each such exercise of said option.

In order that you may be in a position to re-sell the stock which you may from time to time purchase, I agree forthwith upon the organization of the New Company to cause it to file all such papers and take all such proceedings under the so-called Blue Sky Laws of any states which you may designate, as may be necessary to authorize the sale of said stock in such states.

All the proceedings for the incorporation of the New Company, the transfer to it of said property and assets and the

issue of said Class A stock, the form of the Certificates of Incorporation, by-laws and certificates for Class A stock of the New Company, and title of the New Company to said property and assets shall be subject to the approval of my counsel, and also of your counsel, for whose charges to the extent of $5,000 and disbursements the New Company will reimburse you, in the event that this agreement is carried out otherwise such counsel expense will be borne out with you.

The agreement herein expressed supercedes the agreement between us under date of April 15, 1920 which I confirm is hereby cancelled by mutual consent.

Please confirm this agreement.

Yours very truly,

D. W. Griffith.

Copy

D. W. Griffith, Esq.,
Mamaroneck,
N. Y.

We confirm the foregoing agreement,

Yours truly,

COUNSELMAN & CO.

BY

Balance Sheet --- April 30, 1920

FIXED ASSETS, as per appraisal		$1,470,600.00
Less Real Estate Purchase Contract		320,000.00
Net Equity Fixed Assets		$1,150,600.00
CURRENT ASSETS:		
Inventories, work in progress	$1,088,971.85	
Current liquid assets	59,348.72	
Total.....	$1,148,320.57	
Less: Current Liabilities	452,366.95	
Net Current and Working Assets		$ 695,953.62
United Artists Corporation 1/5 interest and cash invested		35,000.00
Net Worth		$1,881,553.62
Intangible Assets		850,000.00
Star Contracts	$250,000.	
Films Equity	350,000.	
Goodwill and other assets	250,000.	2,731,553.62
Total Net Assets		$2,732,052.62
D. W. Griffith Capital Account		$2,276,057.13
Advance Payments on production and future revenues, ...		455,996.49
Total		$2,732,053.62

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CRAVATH & HENDERSON
52 WILLIAM STREET

NEW YORK June 19, 1920.

D. W. Griffith, Incorporated.

Dear Mr. Banzhaf:

A revised draft of the Certificate of Incorporation of D. W. Griffith, Incorporated, is enclosed. Our changes from the draft prepared by Corporation Trust Company have been almost entirely for the purpose of making it conform more nearly to the contract between Mr. Griffith and Messrs. Counselman & Co.

I assume that you are preparing the by-laws and the organization minutes as well as the various deeds and other instruments of transfer and that you will have them in our hands early next week. Will you also be good enough, at the same time, to send us a copy of the title policy on the tract on which Mr. Griffith has a policy and of the Title Company's report on the other tract.

Yours very truly,

Robert D. Swaine.

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
NEW YORK CITY.

Z ENC.

CRAVATH & HENDERSON
52 WILLIAM STREET

NEW YORK June 19, 1920.

D. W. Griffith, Incorporated.

Dear Mr. Banzhaf:

Will you kindly substitute the enclosed for page 9 of the Certificate of Incorporation as sent you with Mr. Swaine's letter of today.

The new page omits subdivision (6) which is not in the contract with the bankers and is adequately taken care of by the law as it now stands.

Yours very truly,

Stephen H. Van Ness

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Z ENC

Mamaroneck, New York,
June 20, 1920

Mr. G. Chafee, Jr.,
Professor of Law,
Law School of Harvard University,
Cambridge, Mass.

Dear Sir:

My relations with Mr. Goldstein were impersonal and limited to business transactions with our organization. I have no reason to think he would wilfully conceive a film plot to incite hostility toward a foreign country. I would be inclined to think his ambitions would be almost entirely commercial

Yours very truly,

DWG-W

GRAND HÓTEL
12 Boulevard des Capucines
PARIS

Adresse Télégraphique
GRANOTEL-PARIS

Teleph Central 35-48
35-49 - 35-51
85-10 - 85-40

Le June 20th 1920.

Mr. Albert Banjhaf.
New York.

Dear Sir:-

I beg to confirm you my letter and cable from Rome, referring to the notes of Cazzullino, and I kindly ask you to inform me by return of mail whether such have already been sent to the Bank, enabling me to give instructions accordingly.

Yours very truly,
Constantin Potsios

C. Potsios.
Via Valadier 42
Rome.

Società Generale di Credito
Via dei Crociferi 44
Rome.

June 21st 1920.

Mr. Harry J. Williams,
Travelers Inruance Company,
76 William Street,
New York City.

DearSSir:

Relative to the policy held by the Travelers Insurance Company #361,365 for the sum of $150,000. on the life of David W.Griffith, which policy was formerly held by the F-4 Corporation and subsequently assigned byssaid corporation to the First National Exhibitors Corporation, which said corporation has under date of June 2nd 1920, re-assigned said policy to David W.Griffith the ~~original~~ upon whose life the policy was issued and which policy Mr. Griffith now wishes to assign as collateral security to another corporation.

I respectfully request that you send to me proper forms for this purpose in order that this assignment may be promptly executed and delivered to said new Assignee.

Kindly attend to this matter at once and forward all papers to me and oblige

Very truly yours,

AHTB:MD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

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June 21st 1920.

Central Union Trust Company,
80 Broadway,
New York City.

Gentlemen:

As per my conversation with your Mr. Leary and Mr. Harris relative to the loan to be made by your Company to Mr. Griffith in the sum of $300,000., I beg to enclose herewith a statement showing Mr. Griffith's assets outside of those shown by the balance sheet of the Studio under date of May 31st 1920 and also the appraisal made by Coates & Burchard Co. under date of May 21st 1920, copies of which statements and appraisal you have.

Also beg to advise that the estimated earnings of the DOROTHY GISH SERIES commencing C-10 to and including C-14 made by the Famous Players Corporation will show earnings to the amount of $656,250 as Mr. Griffith's share due from the distribution of the World's rights of said pictures, from which share will be deducted the cost advanced by the Famous Players Corporation in the sum of $26,500 on each picture, or a total deduction of ~~xx~~ $125,500. leaving net receipts due Mr. Griffith in the sum of $520,750. This estimate is based upon the survey made by the Famous Players Lasky Corporation as they have scheduled these pictures to earn said quotas through their booking plan during the usual life of such pictures.

Mr. Griffith's production "WAY DOWN EAST" will, conservatively speaking, gross on the United Artists Program for the United States and Canada $1,500,000. ~~xxx xxxxxx xxxx~~ exclusive of the run which said picture will have in the Cities of New York, Boston, Chicago, Philadelphia and San Francisco, of which gross sum Mr. Griffith will be entitled to 80%. Any receipts which he may receive arising out of the sale or exhibition of said picture in ~~any~~ territory other than the United States and Canada is owned solely by Mr. Griffith and should amount to, conservatively speaking, not less than $200,000., additional

Mr. Griffith is also carrying at present a life insurance policy with the Travellers Insurance Company, Hartford, Conn. in the sum of $150,000 which he will cause to be assigned to you pending the payment of the aforesaid loan or any further advances which you may make to him. This assignment will be made as speedily as possible.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Any further information I can give you I will be pleased to do so.

Very truly yours,

AHTB/GD
Encs.

D. W. GRIFFITH COLLECTION
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FINANCIAL STATEMENT OF DAVID W. GRIFFITH

outside of Studio Holdings. - -

- - - - - -

Preferred stock United Artists Corporation Par and actual value - - - - - - - - - - - - $	30,000.
Common stock same Company 1,000 shares no par value - - - - - - - - - - - - - - - - -	5,000.
Common stock of the D.W.G. Corporation 2,032 shares par value $100. per share estimated value - - -	75,000.
(NOTE:- The D.W.G. Corporation is a holding company which holds all Mr. Griffith's stock and royalty interests in "Birth of a Nation" Co. known as the Epoch Corp., his interest in the Wark Producing Corporation, owner of "Intolerance" and some other minor holdings.)	
Citris fruit Ranch, San Fernando Valley, Calif. 200 acres, value $500. per acre - - - - - -	100,000.
3 lots ~~in~~ unimproved in town of San Pedro Los Angeles Harbor - - - - - - - - - - - - - -	24,000.
Total - - - - - - - - - - - - - - - - - - $	234,000.00

NOTE:- All the above real estate and stock is free and clear and has not been mortgaged or hypothecated.

Attorney for D.W. Griffith.

Romance

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF THE PRESIDENT

June 21, 1920

Mr. A. H. T. Banzhaf,
2 Rector Street,
New York, N.Y.

Dear Mr. Banzhaf:-

Pursuant to my letter of the 16th instant; please let me have your approval to mail the letter in question direct to each one of our Exchange Managers immediately.

Thanking you in advance for your compliance with this request, I am

Sincerely,

Abram F. Myers

AR

Romance
N.A.

June 21st 1920.

Mr. Hiram Abrams, President,
United Artists Corporation,
729 Seventh Avenue,
New York City.

Dear Mr. Abrams:

I have your favor of the 17th inst., together with proposed letter addressed to Mr. J. Von Tilzer under even date relative to exchange managers' participation in the share of profits of the above Company.

I know that Mr. Griffith is thoroughly in accord with your plans in this matter as I previously stated to you personally I believe it is an excellent idea and the plan should be carried out at once. I have been advised by one of our representatives that some of the advertising of "Romance" at Chicago carries the information that the same is directed by Mr. Griffith. Of course, I realize that your exchangemen have nothing to do with such exhibitor's advertising, but I would appreciate it if you would send me a list of the respective exchange-managers so that I may write them a letter regarding this matter, instructing them specifically to notify all exhibitors that such advertising must not be had.

Thanking you for your attention to this matter, I remain

Very truly yours,

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Romance

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF THE PRESIDENT

June 21, 1920

Mr. A. H. T. Banzhaf,
2 Rector Street,
New York, N.Y.

Dear Mr. Banzhaf:-

In reply to your letter of the 21st instant; I have heard of no exhibitors who have used Mr. Griffith's name in connection with ROMANCE. In accordance with your request I enclose list of our Exchange Managers with the respective addresses.

Sincerely,

Hiram Abrams

AR
Encl.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 22, 1920

LIST OF EXCHANGES

EXCHANGE		MANAGER	ADDRESS
ATLANTA	GA.	M. C. COWNE	146 Marietta St.
BOSTON	MASS.	W.H.JENNER	41 Winchester Av.
CHICAGO	ILLS.	C. E. SMITH	17 N. Wabash Ave.
CLEVELAND	OHIO	R.K.EVANS	2143 Prospect Ave.
DALLAS	TEXAS	J.E.LUCKETT	1930 Main St.
DENVER	COLO.	T.Y.HENRY	617 - 19th St.
DETROIT	MICH.	B.A.LUCAS	605 Joseph Mack Bdg.
KANSAS CITY	MO.	H.D.BUCKLEY	17th & Main Sts
LOS ANGELES	CALIF.	W.S.RAND	643 S. Olive St.
MINNEAPOLIS	MINN.	J.F.BRETT	402 Film Exch. Bdg.
NEW YORK	N. Y.	J. VON TILZER	729 - 7th. Ave.
PHILADELPHIA	PA.	C.S.TROWBRIDGE	1319 Vine St.
PITTSBURGH	PA.	C.E.MOORE	414 Ferry St.
SAN FRANCISCO	CAL.	E.B.BARON	100 Golden Gate Av.
SEATTLE	WASH.	C.W.HARDEN	1913 Third Ave.
WASHINGTON	D.C.	G.M.LENEHAN	801 Mather Bdg.
TORONTO	CANADA	A.C.BERMAN	123 Bay St.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

DOROTHY GISH

PRODUCTIONS

LONGACRE BUILDING, 1480 BROADWAY, N.Y.
BRYANT 6761-6762-9486-
Cable Address-Griffith, New York
Albert L. Grey General Manager
NEW ART FILM
Paramount Artcraft Pictures

F. Wynne-Jones Business Manager

"BATTLING JANE"
"THE HOPE CHEST"
"BOOTS"
"PEPPY POLLY"
"I'LL GET HIM YET"
"NUGGET NELL"
"OUT OF LUCK"

"TURNING THE TABLES"
"MARY ELLEN COMES TO TOWN"
"REMODELING A HUSBAND"

9184

June 21, 1920.

Mr. A. H. T. Banzhaf,
2 Rector Street,
New York.

My dear Mr. Banzhaf:

Herewith beg to hand you estimate of unplayed contracts on the Dorothy Gish productions. The first nine totaling $208,410.79 producers' shares are clear of all further charges.

On the remaining features, the cost of production will be made a charge against the figures shown in the statement.

Trusting that this is the information that you require; if you need further particulars, kindly advise me.

Very truly yours,

F. Wynne Jones

FW J/JW

The estimated earnings of the DOROTHY GISH SERIES commencing C-10 to and including C-14 as made by the Famous Players-Lasky Corporation will show an earning of $656,215.50 as Mr. Griffith's share of the World's rights, from which will be deducted the cost advanced by the Famous Players Corporation of $26,500 on each picture, or a total deduction of $135,500, leaving a net to Mr. Griffith of $520,715.50.

This estimate is based upon the survey made by the Famous Plaoyers Lasky Corporation as they have scheduled these pictures to earn a certain quota in the usual life of the picture.

TO MAY 24th, 1920.

Dorothy Gish Productions.

Feature	Gross to date	Estimated Unplayed	Producer)s Share	Total
Battling Jane	116,093.47	18,906.53	9,453.26	
Hope Chest	107,328.47	27,671.53	13,835.76	
Boots	104,230.86	30,769.14	15,485.07	
Peppy Polly	92,909.23	42,090.77	21,045,38	
I'll Get Him Yet	91,625.25	43,374.75	21,687.37	
Nugget Nell	80,592.01	54,407.99	27,203.99	
Out-of-Luck	79,236.81	55,763.19	27,881.59	
Turning the Tables	104,111.14	45,888.86	27,944.43	
Mary Ellen	63,429.22	87,570.78	43,973.94	208,410.79
Remodeling Her Husband	--------	200,000.00	111,250.00	111,250.00
Four Features 1920-1921		250,000.00	545,000.00	545,000.00
				864,660.79

CRAVATH & HENDERSON

52 WILLIAM STREET

NEW YORK June 21, 1920.

D. W. Griffith, Incorporated.

Dear Mr. Banzhaf:

As requested I am sending you herewith the draft of Certificate of Incorporation which you sent us. This copy shows the changes which were made in the draft which we sent you on Saturday.

Yours very truly,

Stephen C. Van Meer

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
NEW YORK CITY.

Z ENC

Counselman & Co.
112 West Adams Street
Chicago

June 21, 1920.

My dear Mr. Griffith:

Enclosed please find copy of our contract dated June 18th, which Mr. Coombs handed me today and which I have signed, retaining for our files the copy which you signed.

I am extremely glad the arrangement has been concluded and anticipate that the sale of the stock will be a great success. We are preparing all of the necessary data and I hope shortly to be able to send you a copy of your letter to us which we will use in our circular. As soon as we get it into shape we will send it to Mr. Swaine so that he can look it over from a legal standpoint and will request him to take it to you so that you can make any suggestions which may occur to you. I think, however, there will be nothing in it which you will have any objections to signing.

I shall be in the East shortly after the First of July and will look forward to seeing you then.

Meanwhile, with personal regards, believe me

Faithfully yours,

W. E. Counselman.

D. W. Griffith, Esq.,
Mamaroneck, N. Y.

CC:H

P. S. The negotiations for acquiring the site for a Chicago Theatre are progressing very satisfactorily, but, as you know, there are a number of owners involved and it will take a little time. I hope to be able to report something definite and favorable within the next week or two.

CLASS OF SERVICE	
Telegram	
Day Letter	X
Night Message	
Night Letter	

If no class of service is designated the message will be transmitted as a full-rate telegram.

COPY OF WESTERN UNION TELEGRAM

JUNE 22nd 1920

CHARLES COUNSELMAN

113 WEST ADAMS STREET

CHICAGO ILLINOIS

PLEASE ADVISE ME BY WIRE IF PROPOSITION SIGNED BY GRIFFITH ACCEPTABLE ALL ADVERTISING WHEREIN CAVATH AND HENDERSON APPEAR AS COUNSEL ON VALIDATION THE NAME OF MY FIRM BANZHAF AND PEMBLETON ~~XX~~ SHOULD FOLLOW AS ATTORNEYS FOR CORPORATION REGARDS

ALBERT H T BANZHAF

Room 1615
2 Rector Street

CLASS OF SERVICE	
Telegram	
Day Letter	
Night Message	X
Night Letter	

If no class of service is designated the message will be transmitted as a full-rate telegram.

COPY OF WESTERN UNION TELEGRAM

JUNE 22 1920

ARTHUR WRIGHT

CORRIER BUILDING THIRD STREET

LOS ANGELES CALIFORNIA

PLEASE ADVISE ME BY WIRE ~~XX~~ WHEN TAX CHECK MAILED BY EPPING DELIVERED AND RESULT BEST REGARDS

BANZHAF

Room 1615
2 Rector Street

The Travelers Insurance Company
L. F. Butler, President
Hartford, Connecticut

JOHN L. WAY, VICE-PRESIDENT

AGENCY DEPARTMENT
LIFE AND ACCIDENT
S. R. McBURNEY
SUPERINTENDENT OF AGENCIES
A. J. FRITH
ASSISTANT SUPERINTENDENT OF AGENCIES

METROPOLITAN BRANCH OFFICE
76 WILLIAM STREET

New York City June 22d, 1920.

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York City.

Dear Sir:

Beg to acknowledge receipt of your favor of the 21st instant regarding new assignments to be made on Policy 361,365 life of David W. Griffith.

As these papers have to be filled out by the Company kindly advise me the name of the corporation to which this policy is to be assigned and whether or not it is to be absolute or as their interest may appear. Upon receipt of such information I will see that the necessary blanks are sent you promptly.

Very truly yours,

H. J. Williams
Assistant Manager

HJW

Romance

June 23rd 1920.

United Artists Corporation,
Mr. Hiram Abrams, President,
729 Seventh Avenue,
New York City.

Dear Mr. Abrams:

I enclose herewith copy of letter I am forwarding this day to all exchangesmanagers, for your information and also beg to advise that you may use all or any part of my letter under date of June 21st, addressed to you relative to exchange managers participation in the share of profits of the United Artists Corporation as per your request of the 21st inst.

Thanking you for your attention to this matter,

I remain

Sincerely yours,

AHTB:MD
Enc. 1

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

June 23, 1920

Mr. Edgar E. Marchand,
Hotel Seymour,
50 West 45th St.,
New York City.

Dear Sir:

Mr. Griffith has asked me to reply to your recent note enclosing letter of introduction from Mr. Emerson. Mr. Griffith will be glad to see you at his Mamaroneck Studios whenever you choose to call. Would advise, however, that you communicate with me by telephone before coming out - this in case Mr. Griffith be away from the studios - on location.

Very truly yours,

Secretary to Mr. Griffith

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

C. V. Trust Co

June 28nd 1930.

Travelers Insurance Company,
Mr. H. J. Williams, Asst. Manager,
76 William Street,
New York City.

Dear Sir:

In reply to your favor of the 23nd inst, relative to new assignment of policy #361 365 on life of Mr. David W. Griffith, beg to advise that this assignment will be made out to the Central Union TrustCompany of New York as their interest may appear, as the same is given as collateral security.

Thanking you for your prompt attention to this matter, I remain

Very truly yours,

AHTB:MD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

WAIVER OF NOTICE
-of-
SPECIAL MEETING OF BOARD OF DIRECTORS
-of the-
D.W.G. CORPORATION

---oOo---

We, the undersigned, being all the directors of the above named corporation, do hereby waive all notice whatsoever of the special meeting of the Board of Directors to be held at Room 1615, 2 Rector Street, Borough of Manhattan, City of New York, on the 23rd day of June, 1920, at 4 P.M., and do consent to the transaction of any and all such business as may lawfully come before said meeting.

Dated: New York, June 23rd 1920.

Albert L. Grey

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

At a Special Meeting of the Board of Directors of the D.W.G. Corporation held pursuant to waiver, at Room 1615 - # 2 Rector Street, Borough of Manhattan, City of New York, on the 23rd day of June 1920 at 4 o'clock P.M.

P R E S E N T : Messrs. Albert H.T. Banzhaf, President,
-and-
J. C. Epping, Secretary & Treasurer.

constituting a majority of the Board of Directors.

The President called the meeting to order, presented a waiver of notice thereof, duly signed by all of the Directors. Waiver ordered on file.

The Secretary read the Minutes of the previous meeting of the Board of Directors and upon motion duly made, seconded and carried the same was ratified, confirmed and approved.

The President stated that Mr. D.W.Griffith was at present renting the Company's property at Mamaroneck and wished to borrow the sum of $200,000., and that the loan could not be made unless the Corporation, which is the owner of the property, assisted him in procuring said loan, which moneys would be used for the purpose of financing some of the pictures which Mr. Griffith was producing at his Studio at Mamaroneck, on the Company's property, and that in order that the Company should not suffer any loss by reason of Mr. Griffith's failure to finance said pictures, the President stated that in his opinion it was to the best interests of the Corporation to aid Mr. Griffith in procuring this loan and stated that the loan could be procured by giving the Company's note for $200,000. to the order of Mr. Griffith, which he could negotiate, and also a further note of $50,000. to the order of Mr. Griffith, which latter sum is a commission to be paid for the said loan.

Upon motion duly made, seconded and carried the following resolution was unanimously adopted:

WHEREAS Mr. Griffith has requested the Company to aid him in securing a loan of $200,000. for the purpose of financing the completion of his pictures at his Studio at Mamaroneck.

WHEREAS it is to the best interest to this Corporation to assist Mr. Griffith, the Company's tenant, to finance the completion of the pictures at the Studio so occupied by said Griffith.

NOW, THEREFORE, be it RESOLVED that the President be and he hereby is authorized and directed to execute and deliver to Mr. Griffith two notes, one for $200,000. with interest payable upon demand, and the other for $50,000. payable on demand, both to be to the order of Mr. Griffith.

There being no further business before the meeting, the same was adjourned.

J. Wm. Sec.

ALBERT, H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

Not delivered

June 23rd 1920.

Central Union Trust Company of New York,
80 Broadway,
New York City.

Gentlemen:

Supplementing my letter to you under date of the 21st inst. and in conformity with your request for additional information regarding Mr. Griffith's financial affairs, I beg to enclose herewith copy of list of players, directors and employees under written contract with Mr. Griffith, also copy of list of scenarios owned by him and the prices paid therefor.

Relative to the contract listed with Mrs. Basil Sidney (Doris Keane), I beg to advise that this contract has been completed and the picture "ROMANCE" is now being released by the United Artists Corporation. Mr. Griffith's share of the profits from this picture after the cost of production has been repaid will be one-third.

With reference to the Miscelaneous contracts referred to on Page 4, I beg to advise that the pictures to be delivered in the Famous Players-Lasky -Gish - Griffith contract are the ones mentioned in the statement under date of May 21st 1920, copy of which you have, the last picture pursuant to which contract is now in the process of completion. Thereafter Miss Gish's productions will be either financed by Mr. Griffith personally or through some organization as the Famous Players or other releasing organization which may be hereafter determined upon.

The Griffith-Artcraft contract is completed and all the moneys guaranteed to be paid thereon by the Famous Players-Lasky Corporation have been paid, with the exception of the guarantee due on account of the picture known as "SCARLET DAYS" $61,500. of which has been assigned to your Company. Mr. Griffith's interest in the other five pictures has been assigned to others.

I also beg to advise that outside of the indebtedness of Mr. Griffith as shown in the financial statement of May 21st 1920, Mr. Griffith owes to the Government approximately $82,000. for the next two installments on income tax, together with obligations approximately amounting to $50,000. part of which is secured by the assignment of his interest in the five pictures made for the Famous Players as aforesaid, and his interest in "Hearts of the World", which indebtedness will not

be due for two or three months. I have previously handed to you a statement of Mr. Griffith's personal assets outside of his Studio matters, which shows a conservative worth of $234,000. Mr. Griffith has not hypothecated any of the above assets or those shown on any of the statements heretofore handed to you, with the exception of the five pictures, including his interest in "HEARTS OF THE WORLD", which pictures were made for the Famous Players Lasky Corporation, all guarantees on which pictures have been paid to Mr. Griffith, with the exception of "HEARTS OF THE WORLD", on which picture does not carry a guarantee, and their only practical value is that of reissue value and future earnings through the Famous Players Lasky contracts, also with the exception of the picture known as "SCARLET DAYS" and "WAY DOWN EAST", the former of which the guaranteed amount due has been assigned to you, and the latter for which you also have the assignment of the first receipts to cover your loan of $175,000.

The pictures now in the course of construction at the Griffith Studio are the last Dorothy Gish picture aforesaid-mentioned, the picture known as "COINCIDENCE" in which Robert Harron is starred, opposite whom is playing Miss June Walker of the legitimate stage, as per the Metro contract, and also the picture "WAY DOWN EAST", which is practically completed with the exception of titling and assembling the sample prints for release purposes.

Very truly yours,

Albert T Baumhof

AHTB/GD
Encs.

CRAVATH & HENDERSON
52 WILLIAM STREET

NEW YORK June 23, 1920.

D. W. Griffith, Inc.

Dear Mr. Banzhof:

I enclose for your consideration two copies of the first proof of the By-laws of the new Corporation. The Certificate of Incorporation has gone to the printer and proof will be sent you tomorrow.

In connection with the By-laws let me call your attention to the following: How many of the officers should be required to be directors? What provisions do you wish with respect to the removal of officers and directors and with respect to compensation for directors? Also what about the times for the regular meetings of the Board of Directors?

Yours very truly,

Stephen A. Cravath

Albert H. T. Banzhof, Esq.,
2 Rector Street,
New York City.

c

Copy sent to Mr. Abrams.

Copy of this letter sant to exchanges in Atlanta, Boston, Chicago, Cleveland, Dallas, Denver, Detroit, Kansas City, Los Angeles, Minneapolism New York, Philadelphia, Pittsburgh, San Framsisco, Seattle, Washington DC, and Toronto.

June 24th 1920.

Mr. M. C. Coyne,
146 Marietta Street,
Atlanta, Ga.

Dear Mr. Coyne:

On behalf of Mr. Griffith, I beg to remind you that the picture known as "Romance" starring Doris Keane and directed by Chet Withey, altho made at Mr. Griffith's Studio, is not a D. W. Griffith Production and that therefore Mr. Griffith's name should not appear in anywise in connection with the advertising, press notices, or other disposition of said picture and all credit for direction should be given to Mr. Chet Withey.

I also wish to remind you that pursuant to Miss Keane's contract her name must appear <u>first</u> in all advertising of "Romance" and in as large a type as the title. For instance, all advertising should read "Doris Keane in Romance" and not "Romance featuring Doris Keane". This latter ad is contrary to the terms of contract and if so advertised she may cancel the same. I therefore respectfully ask that you take special care not to permit any advertising or press notices to leave your office contrary to the aforesaid notice.

At this time, I also wish to convey to you, Mr. Griffith's appreciation for your splendid work in booking "Broken Blossoms" and trust that you will continue your best efforts with said picture and that you will do your best with "Romance" as all the artists are interested in this production.

I also wish to express my appreciation for your splendid co-operation with Mr. Abrams in building such a fine organization which you now have.

With kindest regards, I remain

Sincerely yours,

AHTB:MD

$ ~~200,000.00~~ JUNE 2~~5~~th 1920. A.W.B. 19

On demand after date we promise to pay to

the order of D.W. GRIFFITH

TWO HUNDRED THOUSAND ($200,000.) - - - - - - - - - - - - Dollars

at Central Union Trust Co., 80 Broadway, New York City.

Value received with interest.

No. Due

D.W.G. CORPORATION

By Albert W Bamchaf

President.

$ 50,000.00 JUNE 2~~5~~th 1920. A.W.B. 19

On demand after date we promise to pay to

the order of D.W. GRIFFITH

FIFTY THOUSAND ($50,000.) - - - - - - - - - - - - - - Dollars

at Central Union Trust Co., 80 Broadway, New York City.

Value received

No. Due

D.W.G. CORPORATION

By Albert W Bamchaf

President.

Dr. Sarah Frick

1/12/21	Int. Pd. to	9/30/20	3233.33
1/26/21	" "	12/31/20	3066.67
2/16/21	Pd on a/c Pr.		5764.76
2/23/21	Pd on a/c Pr		20.000.
3/1/21	Pd on a/c Pr.		20.000.
3/8/21	Pd. on a/c Pr.		15.000.
3/16/21	Pd. on a/c Pr.		15000.
3/22/21	Pd on a/c Pr.		15000.
3/30/21	Pd. on a/c Pr.		8000.
4/6/21	Pd. on a/c Pr.		15000.
4/20/21	Pd. on a/c Pr.		8.000.
4/23/21	Pd. on a/c Pr.		15.000.
4/26/21	Pd. on a/c Pr		8000.
5/4/21	Pd on a/c Pr.		8000.
5/4/21	Int. Pd to	3/31/21	26.19.87

Dr. Sarah Frick

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

June 24th 1920.

RECEIVED from Albert H. T. Banzhaf, attorney for D.W.Griffith, following Deeds:

			Title No
Sarah Graham Kenan to	D.W.G. Corporation No.7061	Sept.20/19	W-9553
Jessie Kenan Wise to	D. W. G. Corporation No.7059 "	20/19	W-9553
William R.Kenan Jr. & Alice Pomroy Kenan,his wife to	D.W.G. Co." 7060. "	20/19	W-9553
Louise Wise Lewis to	D.W.G. Corporation No.7052 "	20/19	W-9553
John W.R.Crawford and wife to	D.W.G. Co. " 1442	Jan.15/1920	

Also Westchester County Search against John W.R.Crawford for Banzhaf & Pembleton dated January 2, 1920

Cravath Henderson

WESTCHESTER LIGHTING COMPANY

OFFICE OF
CHIEF ELECTRICAL ENGINEER

REPLY TO LETTER OF

REFERRING TO

MOUNT VERNON, N. Y.,

June 24th, 1921.

Mr. C. T. Godwin,
D. W. Griffiths Studio,
Orienta Point,
Mamaroneck, N. Y.

Dear Sir:-

Following our conversation on May 23rd, I am attaching herewith a copy of the agreement made with your company dated December 18th, 1919. Your records no doubt will show that on May 2, 1921 we refunded to you according to agreement our first $500.00 of the total refund amounting to $2500.00 in all. I think the agreement speaks for itself. If any further information is desired, please get in touch with me.

Very truly yours,

W Johnson

Chief Elect'l Engr.

WCF-PB

Encl.

CRAVATH & HENDERSON
52 WILLIAM STREET

NEW YORK June 24, 1920.

D.W.Griffith,Inc.

Dear Mr. Banzhaf:

I am sending you herewith two copies of the first proof of the Certificate of Incorporation. There are no changes from the typewritten copies except in purely formal matters.

Very truly yours,

Stephen H Tuttle

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Z ENC

The Travelers Insurance Company
L. F. Butler, President
Hartford, Connecticut

LIFE AND ACCIDENT DEPARTMENTS
E. F. HOLMES, MANAGER
W. S. WARNER
F. G. CONKLIN
H. J. WILLIAMS
H. W. MacCONNELL
} ASSISTANT MANAGERS

J. G. BATTERSON, RESIDENT DIRECTOR
METROPOLITAN BRANCH OFFICE
76 WILLIAM STREET

PHONE 5400 JOHN

New York City June 24, 1920.

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York City.

Dear Sir:

Re: Policy 361365 - David Wark Griffith

Beg to acknowledge receipt of your favor of the 23d instant, and enclosed herewith please find assignment blanks as requested.

These assignments are in duplicate, one to be attached to the Contract and the other returned to the Company for their files. They will require three witnesses to Mr. Griffith's signature, giving residence address of each witness as per notation on blanks.

Yours very truly,

H. J. Williams
Assistant Manager.

HJW:HK

ENCS.

orig Policy
filed with C. U. Trust Co.

#100A

AGREEMENT made this 24th day of June, 1920, by and between DAVID W. GRIFFITH of the Village of Mamaroneck, Westchester County, New York, first party, - and - CENTRAL UNION TRUST COMPANY OF NEW YORK, a New York corporation, second party.

The first party is the owner of a certain promissory note of D.W.G. Corporation, dated June 24th, 1920, in the sum of Two Hundred Thousand Dollars ($200,000) with interest at six per cent (6%) per annum, payable on demand to the order of the first party and endorsed by the first party, for which he has paid good and valuable consideration to the D.W.G. Corporation, and has applied to the second party for the discount of the said note and the payment of the face amount thereof by the second party to the first party.

The first party is the owner of certain royalties to become due, and has an interest and title in certain pictures known as the Dorothy Gish Productions, numbered C-10,11, 12,13 and 14 all of which have been completed with the exception of 14, which is now nearing completion as set forth in a contract dated June 8, 1918 between the first party and Famous Players Lasky Corporation, a New York corporation.

The first party is the owner of royalties under and the contract between the first party and United Artists Corporation, dated February 5, 1919, for the dramatic production known as "Way Down East", and has assigned the royalties to the extent of eighty per cent. (80%) thereof to the second party as security for a prior loan by the second party to the first party, in the sum of One Hundred Seventy-five Thousand Dollars ($175,000) and in-

terest;

NOW, THEREFORE, this agreement witnesseth, that for and in consideration of One Dollar, by each of the parties hereto in hand paid, the receipt whereof is hereby acknowledged, and other good and valuable considerations, the parties hereto agree as follows:

The second party agrees to discount the note of D.W.G. Corporation referred to above, and to pay to the first party the proceeds thereof.

The first party as security for the said discount and payment of the said note, hereby sells, assigns, transfers and sets over to the second party all of his right, title and interest in and to the motion picture negative and positive prints thereof, of the picture known as "Way Down East" over the entire world, and all sum or sums of money now due or to grow due upon the contracts covering the leasing or distribution of the said picture now had or hereafter to be had with the United Artists Corporation in the United States and Canada or with any other person, firm or corporation for contracts other than in the United States and Canada. This assignment is subject to the contract made by the first party with the United Artists Corporation for the release of such picture in the United States and Canada; and the first party does hereby give said second party, its successors and assigns full power and authority for its own use and benefit to ask, demand, collect, compound and give acquittance for the same, or any part thereof, and in his name or otherwise to prosecute and withdraw any suit or proceedings at law or in equity therefor. The first party represents that he will as trustee for the second party hold the aforesaid picture negative and positive prints

thereof hereinbefore described and does further hereby authorize said United Artists Corporation, as Trustee for the second party hereto, to collect the sum or sums of money due or to grow due on account of the leasing or exhibition of said photoplay pursuant to the contracts now had or to be had with the United Artists Corporation in the United States and Canada or from any other person, firm or corporation relating to receipts received from the exhibition or release of said photoplay in foreign territory and the first party hereby authorizes said United Artists Corporation as Trustee, as aforesaid to deliver and pay the same to the second party hereto, until such time as the aforesaid loan or any subsequent loans which the said second party might make to the first party is fully liquidated.

The first party hereby sells, assigns, transfers and sets over unto the second party, its successors and assigns, to its own proper use and benefit, all of the right, title and interest of the first party in and to the motion picture photoplays known as the "Dorothy Gish Series" as aforesaid, for the entire world and all sum or sums of money now due or to grow due to the first party from contracts covering the leasing or distribution of said pictures had or to be had through the Famous Players-Lasky Corporation throughout the entire world pursuant and subject to the terms of the contract had by and between the first party hereto and the Famous Players-Lasky Corporation, a copy of which is hereto annexed and made a part hereof. This

assignment is subject to the aforesaid contract with the Famous Players-Lasky Corporation for the release of such pictures throughout the entire world, and the first party does hereby give to the second party, its successors and assigns, full power and authority for its own use and benefit to ask, demand, collect, compound and give acquittance for the same or any part thereof and in the name of the first party and otherwise to prosecute and withdraw any suit or proceedings at law or in equity therefor. A copy of the agreement of February 5, 1919 between David W. Griffith and United Artists Corporation, is annexed hereto, marked Exhibit A and made a part of this agreement. A copy of the agreement dated June 8,1918 between the first party hereto and Famous Players-Lasky Corporation, is annexed hereto, marked Exhibit B and made a part of this agreement.

The first party represents that he will as trustee for the second party, collect and pay over forthwith to the second party all the sum or sums of money due or to grow due by reason of said contract with the Famous Players-Lasky Corporation and the United Artists Corporation.

The first party further represents that there are no liens or assignments of any nature or description against the said agreements or contracts, or any of the proceeds thereof due, or to become due, except as hereinbefore set forth.

The first party further agrees to deliver to the second party a bond of an approved Surety Company, in the sum of One Hundred Twenty-five Thousand Dollars ($125,000), conditioned on the payment to the second party of its proportion of any loss which may be sustained

by the second party by reason of the discounting of the above mentioned note, in the proportion that $125,000. bears to $375,000. In the event that the Surety Company demands and receives collateral from the first party for the issuance of said bond, no part of the collateral to this loan shall be hypothecated or given to the Surety Company, but such collateral as may be furnished,must be other and additional collateral. The purpose of this provision is that the second party shall have the execlusive right of the property herein pledged as collateral, until its entire indebtedness of $375,000. with interest and expenses is liquidated and paid, before any part of the property of the first party is applied as collateral to other obligations. The first party further agrees upon demand of the second party to deliver to the second party further and additional collateral as may at any time be required by the second party.

The first party agrees to deliver to the second party forthwith a negative of each of the Dorothy Gish Pictures, and the picture "Way Down East" and to insure the same against loss by fire, theft or destruction, in a sum sufficiant to liquidate the amount of the aforementioned note, with interest.

The first party agrees that he will within ten (10) days after the signing of this agreement, obtain insurance on his life in the sum of at least $150,000. payable to Central Union Trust Company of New York, as its interest may appear, and pay the premiums thereon as and when the same become due and payable and that he will deliver the said policy of insurance to the second party.

The first party agrees that he will at no time mortgage or pledge or place any lien upon or permit any claim to be made against any of the pictures or property

referred to herein, and will not part with the possession thereof without the consent of the second party first had and obtained.

This agreement shall bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the first party has hereunto set his hand and seal, and the second party has caused these presents to be signed by one of its Vice-Presidents, and its corporate seal to be hereunto affixed, all on the day and year first above written.

D W Griffiths (LS)

CENTRAL UNION TRUST COMPANY OF NEW YORK,

ATTEST:

BY C L Berner
Vice-President.

N Simpson
Secretary.

STATE OF NEW YORK
COUNTY OF NEW YORK : SS:

On this 24th day of June, 1920, before me personally came DAVID W. GRIFFITH, to me known and known to me to be the person mentioned in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Gertrude Denneen.

Notary Public, Kings County N. Y.
Clerk's No. 189. Register's No. 1077
Certificate filed New York Co. No. 191
New York County Register's No. 1268
Commission expires March 30, 1921

STATE OF NEW YORK
COUNTY OF NEW YORK : SS:

On this 24th day of June, 1920, before me personally came E. Kerrigan to me personally known, who being by me duly sworn, did depose and say that he resides in Montclair, New Jersey that he is one of the Vice-Presidents of Central Union Trust Company of New York, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said corporation and that he signed his name thereto by like authority.

R. Rortger

NOTARY PUBLIC, WESTCHESTER COUNTY
CERTIFICATE FILED IN NEW YORK COUNTY NO. 77
NEW YORK COUNTY REGISTER'S NO. 7709
TERM EXPIRES MARCH 30TH, 1921

$160000 00/xx New York, 191

On Demand ——— after date I promise to pay to the order of Self

One hundred and sixty thousand ——— Dollars

at Central Union Trust Co 42d St Branch

Value received Interest @ 6%

No. Due

D W Griffith

KNOW ALL MEN BY THESE PRESENTS:

That I, DAVID W. GRIFFITH, of the city, County, and State of New York, in consideration of the sum of One Dollar ($1.00) receipt of which is hereby acknowledged and for other good and valuable consideration, have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer and set over to CENTRAL UNION TRUST COMPANY, of the City of New York, any and all sums of money now due or to become due from the FIRST NATIONAL EXHIBITORS CIRCUIT INC., arising out of a certain contract dated the Twenty-first day of January, 1919, between DAVID W. GRIFFITH and the said FIRST NATIONAL EXHIBITORS CIRCUIT INC., pursuant to the terms of which contract said DAVID W. GRIFFITH is entitled to receive the sum of ONE HUNDRED SIXTY THOUSAND DOLLARS ($160,000) on or before January Thirtieth, 1920. And any and all other sums now due me or that may hereafter become due me arising out of contract aforesaid; And I do hereby give said CENTRAL UNION TRUST COMPANY full power and authority for its own use and benefit but at its own cost to ask, demand, collect, receive, compound and give acquittance for the same or any part thereof, and in my name or otherwise to prosecute and withdraw any suits or proceedings at law or in equity therefor.

This assignment, however, is made to secure the said CENTRAL UNION TRUST COMPANY against any loss and damage which it may incur or sustain by reason of its loan on a certain promissory note made by the undersigned, dated the _____day of November, 1919 for the sum of ONE HUNDRED SIXTY THOUSAND DOLLARS,

($160,000), payable on demand to the order of self, duly made and endorsed by said DAVID W. GRIFFITH and upon the condition that the payment of said note by said DAVID W. GRIFFITH on demand will render this assignment void but otherwise this assignment be in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of November, .1919.

Signed and sealed in the presence of

D W Griffith

KNOW ALL MEN BY THESE PRESENTS, that DAVID W. GRIFFITH, as Principal, (hereinafter called "Principal") and NATIONAL SURETY COMPANY, as Surety, (hereinafter called "Surety") are held and firmly bound unto CENTRAL UNION TRUST COMPANY OF NEW YORK, as obligee (hereinafter called "Obligee") in the full and just sum of ONE HUNDRED TWENTY-FIVE THOUSAND ($125,000.00) DOLLARS, to the payment of which the principal and surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED this 24th day of June, 1920.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT

WHEREAS, the said principal has applied to the obligee for the discount of a certain demand note for Two Hundred Thousand ($200,000.00) Dollars, dated June 24th, 1920, made by D. W. G. Corporation, a Delaware corporation, which said note is duly endorsed by the principal, and

WHEREAS, the said obligee has agreed to make the said discount provided the said principal give his bond with acceptable surety in the sum of One Hundred Twenty-five Thousand ($125,000.00) Dollars, guaranteeing to that extent that in the event the said note be not paid by the maker upon demand, that the said principal will pay the same.

NOW THEREFORE, the condition of this obligation is such, that if the said note be paid upon legal demand, either by the maker thereof or the said principal, as endorser, this obligation shall be void; otherwise to remain in full force and virtue.

THIS INSTRUMENT IS MADE AND DELIVERED UPON THE FOLLOWING EXPRESS CONDITIONS PRECEDENT:

FIRST: Immediate written notice shall be given by the obligee to the surety at its Home Office, 115 Broadway, New York, N. Y., of default in the payment of the said note, after due and legal demand and of the failure of the said principal, as endorser, to pay the same.

SECOND: Any collateral held by the obligee as security for the payment of the said note shall first be exhausted and applied before any recovery can be had against the surety. The liability of the surety hereunder shall in no event be more than One Hundred Twenty-five Thousand ($125,000.00) Dollars and shall be apportioned at the rate of One Hundred Twenty-five Thousand ($125,000.00) Dollars to Three Hundred Seventy-five Thousand ($375,000.00) Dollars, the surety paying the loss in such proportion that may be sustained by reason of the non-payment of the above mentioned note.

THIRD: In the event of the payment by the surety

of loss hereunder, the surety shall be subrogated to the extent of any such payment, and in the event of subsequent recovery of salvage, the surety shall be entitled to participate in the salvage so recovered to the extent of one-third (1/3) the amount thereof, that is to say in the ratio of One Hundred Twenty-five Thousand ($125,000.00) Dollars to Three Hundred Seventy-five Thousand ($375,000.00) Dollars.

Signed, Sealed and Delivered by the Principal in the Presence of D W Griffith

Gertrude Damon

NATIONAL SURETY COMPANY.

By E A [illegible]
Resident Vice-President.

Attest: L. W. Fitzgerald
Resident Assistant Secretary.

L S.

D. W. GRIFFITH COLLECTION
MUSIC ... OF MODERN ... FILM LIBRARY

STATE OF NEW YORK :
:ss.:
COUNTY OF NEW YORK :

The undersigned, DAVID W. GRIFFITH, for the purpose of obtaining credit from your company and the discount by you of a certain note of D.W.G Corporation, in the sum of Two Hundred Thousand Dollars ($200,000.), to my order, endorsed by me, hereby represent and state to you that annexed hereto and marked "EXhibit A" and made a part of this representation is a full and complete statement, to the best of my knowledge of all of my assets and liabilities both individually and trading under the name of D. W.Griffith Studio.

Sworn to before me this :
24th, day of June, 1920. :

Gertrude Denneen.

Notary Public, Kings County N. Y.
Clerk's No. 189, Register's No. 1077
Certificate filed New York Co. No. 191
New York County Register's No. 1268
Commission expires March 30, 1921

D W Griffith

MACCABE BOND

D.W. GRIFFITH STUDIO
as of
May 31st, 1920
-0-0-0-0-0-

Cash in Bank			$72,424.43
Cashier's Fund			2,000.--
Payroll Fund			1,000.--
Famous Players Contract guarantee June 21st 1920.			61,500.--
Canadian Bond on deposit with Central Union Trust Co. par value			16,000.--
Stories and plays (appraised value $115,000) cost			44,350.--
Raw film stock			9,596.70
Loans to employees (all collectable)			8,851.10
Cash contingent funds			535.--
Due from Famous Players on released Productions:			
	C4	$368.44	
	6	4,794.91	
	7	8,939.36	
	9	37,104.97	51,207.68
Due from United Artists on current account			3,694.46
"Romance"			
Cost value of unreleased productions:			
	C10	27,367.19	
	11	76,939.73	
	12	84,263.68	
	13	25,663.67	
	14	2,952.38	
	A 2	29,140.85	
"Way Down East" Special Production		520,104.79	766,432.29
			$1,037,591.66

Current Liabilities:

Due United Artists for "Way Down East"	175,000.	(Paid since)
" " " " "Romance"	25,000.	
" Central U.Trust (Famous Player)	61.500.	
" " " " (Broken Blossom)	19,983.60	
Misc. a/c Payable	121,405.30	402,888.90
Net Current Assets		$634,702.76

Appraised value of land, building and all equipment appraised by Coats & Burchard, Public Appraisers and Engineers, on behalf of outside parties (after depreciation) $1,470,600.--
Less Mortgage (on grounds only) 319,500.-- $1,151,100.00

Total Net Assets $1,785,802.76

Business Manager.

T.F. GODWIN
Auditor.

97.4

FINANCIAL STATEMENT OF DAVID W. GRIFFITH

outside of Studio Holdings.

---ooo---

Preferred stock United Artists Corporation Par and actual value - - - - - - - - - - - - - - - -	$ 30,000.
Common stock same Company 1,000 shares no par value -	5,000.
Common stock of the D.W.G. Corporation 2,032 shares par value $100. per share estimated value - - - - - - - - - -	75,000.
(NOTE:-The D.W.G.Corporation is a holding company which holds all Mr. Griffith's stock and royalty interests in "Birth of a Nation " Co. known as the Epoch Corp., his interest in the Wark Producing Corporation, owner of "Intolerance" and some other minor holdings).	
Citris fruit Ranch, San Fernando Valley, Calif. 200 acres, value $500. per acre - - - - - - - -	100,000.
3 lots unimproved in town of San Pedro Los Angeles Harbor - - - - - - - - - - - - - - - -	24,000.
Total - - - - - - - - - -	$234,000.00

NOTE: All the above real estate and stock is free and clear and has not been mortgaged or hypothecated.

Attorney for D.W.Griffith.

Dwgs.

June 25th 1920.

The Corporation Trust Company of Am.,
Du Pont Building,
Wilmington, Delaware.

Gentlemen:

In reply to your circular of the 23rd inst., relative to annual Franchise Tax of the D. W. G. Corporation, beg to enclose herewith check for the sum of $75. to the order of George M. Fisher, State Treasurer, for the payment of same.

Thanking you for your attention to this matter, I remain

Very truly yours,

AHTB:MD

Enc 2

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Romance

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF
SALES MANAGER

June 25th, 1920.

Mr. Albert H. T. Banzhaf,
Banzhaf & Pembleton,
2 Rector Street,
New York City, N.Y.

My dear Mr. Banzhaf:

Thanks for your letter of the 24th. In reply will say that we have been more than particular in impressing the fact upon exhibitors that "ROMANCE" is a United Artists Corporation production, and also that Mr. Chet Withey's name should be given complete credit for this production.

We have never, under any circumstances, associated Mr. Griffith's name with this picture, and have always advised exhibitors in exploiting same, to feature Doris Keane's name with equal prominence, if not more so, than the name of the production.

I appreciate very much your expressions of confidence in the handling of both the D.W.Griffith productions, "BROKEN BLOSSOMS" and "ROMANCE", and wish to assure you of our continued support.

Again thanking you for your very kind letter, I remain,

Yours very truly,

J. Vore Titzer

Sales Manager
UNITED ARTISTS CORPORATION.

JVT:GO

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

1920 JUN 26 PM 9 21

1450 BROADWAY, N.Y.

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F297KS 62 NL COLLECT

LOSANGELES CALIF 26

ALBERT BANZAHF

15

ATTY AT LAW GRIFFITY PRODUCTIONS LONGACRE BLDG NEWYORK NY

PLEASED TO SAY INTERNAL REVENUE COLLECTOR ACCEPTED CHECK WITHOUT IMPOSING PENALTY STOP THERE IS APPROXIMATELY SEVENTY FIVE DOLLARS INTEREST DUE WHICH YOU CAN PAY NOW OR WAIT UNTIL THIRD INSTALLMENT IS PAID STOP GIVE MY REGARDS TO THE BIG CHIEF AND TELL HIM I WISH HE WOULD COME BACK HERE AND BRING YOU ALL ALONG STOP VERY KINDEST REGARDS TO YOURSELF

ARTHUR WRIGHT.

Pr[illegible] Subject to Change - 6/26/20

105

125,000 CLASS A SHARES

D. W. GRIFFITH
Incorporated.

A Maryland corporation succeeding to the business of producing motion pictures heretofore conducted by Mr. D.W. Griffith as sole owner.

Authorized Capitalization

125,000 Class A Shares (no par value)
375,000 Class B Shares (no par value)

From the within letter of Mr, D.W. Griffith, we have summarized as follows:

The proceeds of the sale to us of Class A Stock are to be used for additional working capital.

For the physical assets, other interests, and good will of the business conducted by D.W. Griffith to be acquired by the corporation, it will issue all the Class B Stock.

Class A Shares are fully participating and are preferentially protected as follows:

Class A Shares first receive dividends of $1.50 per share in any fiscal year and a fund of $1.00 for each share of Class A Stock outstanding is then required to be set aside each year for the purchase of Class A Shares, if tendered within four months, at not exceeding $15.00 per share, before any dividends can be paid on the Class B Shares in such year. After Class B Shares have received $1.50 per share, Class A Shares will participate in any additional dividends in such year, share and share alike, with Class B shares. The respective preferential dividends of $1.50 per share on the Class A Stock and the Class B stock are non-cumulative.

Class A Shares first receive $25.00 per share out of assets in case of voluntary liquidation, and $20.00 per share in case of involuntary liquidation, and after Class B Shares have received a like amount per share, Class A Shares will participate in any further assets, share and share alike, with Class B Shares. Consent of a majority of the Class A Shares is required for voluntary liquidation.

Transfer Agents Registrars

ORGANIZATION AND HISTORY

D.W. Griffith, Incorporated, will continue the production of high grade motion pictures under the chief direction of Mr. D.W. Griffith (under a long time contract), assisted by the same management and organization which has so successfully established the reputation of Griffith productions.

Mr. Griffith is known throughout the world as the producer of such famous pictures as: "Birth of a Nation"; "Hearts of the World"; "Broken Blossoms"; and many others which have been exhibited throughout the United States and foreign countries.

The assets to be acquired by the Company will include the real estate, studio and equipment (net value of which is appraised at $1,150,000) at Mamaroneck, N.Y., ownership of a large number of productions, productions in process and rights to future productions and contracts with distributing companies and with the prominent members of the Griffith organization.

"Way Down East", one of the greatest photoplays ever produced, is just being completed by the Griffith organization. This picture alone, which becomes the property of D.W. Griffith, Inc., should yield minimum gross earnings of $2,000,000.

The Company will also acquire a one fifth interest in the United Artists Corporation, formed for the purpose of distributing star pictures of D.W. Griffith, Mary Pickford, Douglas Fairbanks and Charlie Chaplin, each of whom owns a one fifth interest in the United Artists Corporation.

ASSETS

Net tangible assets are over $23,00 per share for the authorized Class A Stock and net current assets over $14.00 per share.

In addition, the Company will carry insurance on the lives of D.W. Griffith and the principal artists and stars totaling $1,000,000, payable to the Company as beneficiary.

EARNINGS - DIVIDENDS

The gross receipts from pictures produced by Griffith organization during the past twenty seven months have been approximately $7,000,000 and it is estimated that on completion of their runs, gross receipts from these pictures will exceed $9,000,000, and after allowing for all expenses of production and distribution, net earnings will approximate $3,000,000.

It is conservatively estimated by the management that the net earnings of D.W. Griffith, Incorporated, for the next twelve months, after full allowance for depreciation, obsolescence and Federal taxes, will be in excess of $1,500,000, equal to over <u>eight times</u> the preferential dividend on Class A Stock.

It is the intention of the Company to pay dividends of at least $1.50 per share on the Class A Shares the first year.

Legality to be approved for us by Messrs. Cravath & Henderson and for Mr. Griffith by Messrs. Banzhaf & Pembleton. Accounts audited by Messrs. Price, Waterhouse & Co. Properties appraised by Messrs. Coats & Burchard.

We offer the above Class A Shares if, when and as issued and accepted by us, and subject to allotment.

PRICE $15.00 PER SHARE

Counselman & Co.
112 W.Adams Street
Chicago, Ill.
720 First Wisconsin Natl.Bank Bldg.
Milwaukee, Wis.

Bertron, Griscom & Co.Inc.
40 Wall Street,
New York City, N.Y.
Land Title Building,
Philadelphia, Pa.

Truman C. & Co
Chicago Ill.
Bierstrom, G. & Co. Inc.
New City

June 28, 1920.

Gentlemen:

Referring to the shares of Class A capital stock of D. W. Griffith, Incorporated, which you are acquiring for your own account, I am pleased to give you the following information regarding the Company:

ORGANIZATION AND HISTORY: D. W. Griffith, Incorporated, is being incorporated under the laws of the State of Maryland, to acquire the business heretofore operated by myself as sole owner, in the production of motion pictures. The Company will acquire the Griffith Studio and equipment at Mamaroneck, New York, on Long Island Sound, including 48-1/2 acres of land with all buildings and equipment, which is recognized as one of the most modern and completely equipped motion picture studios in the world, together with the ownership of a large number of productions already released, productions in process and rights for future productions and existing contracts with distributing companies, stars and specialists in each branch of the industry making up the famous Griffith organization whose populatity and successful accomplishments are known throughout the world.

D. W. Griffi th, Incorporated, will have a carefully chosen staff of officials of long experience in the business and will continue the creation and production of motion pictures of the highest type under the chief direction of myself (under a long time contract) assisted by other well known directors, including F. Richard Jones,

who directed the famous Mabel Normand picture, "Mickey"; and Elmer Clifton, director of many Dorothy Gish Paramount pictures.

The staff of artists and stars include Dorothy Gish, Lillian Gish (in "Way Down East"), Richard Barthelmess, Robert Harron, Creighton Hale, Carol Dempster, George Neville, and others, ably supported by a large organization of assistants and understudies of demonstrated ability.

D. W. Griffith, Incorporated, also acquires an extremely valuable asset in the one fifth interest heretofore owned by me in the United Artists Corporation, which releases star pictures, including those by Douglas Fairbanks, Mary Pickford and Charlie Chaplin, each of whom also owns a one fifth interest. In addition to the pictures of the famous stars mentioned above, the United Artists Corporation will release under contract, some of the important productions of D. W. Griffith, Incorporated.

One of the notable productions which we are just completing is "Way Down East", taken from the famous play of that name. This picture will be released about August 15th, and I consider it the greatest photoplay produced from my studio since "The Birth of a Nation". This picture alone should, in my estimation, yield gross earnings of at least $2,000,000 to D. W. Griffith, Incorporated.

In exchange for the above described assets, I will receive the entire authorized issue of Class B Stock.

All of the proceeds received by the Company from its sale to you of Class A Stock will be used as additional working capital required by the rapidly expanding operations of the Company.

My experience in the motion picture business dates back to 1906, since which time I have produced and personally directed and supervised upwards of 200 pictures, including "The Birth of a Nation", "Hearts of the World", "Broken Blossoms", "The Greatest Love", "The Girl who stayed at Home", "The Idol Dancer", "The ~~Girl Who Dared~~ Love Flower" (about to be released through the United Artists Corporation) and many other famous productions which have been great artistic and financial successes.

During this period I have given a great deal of time and study to the technical development and perfection of the art of producing motion pictures resulting in my invention of the "close-up" and the "fade-out", and other modern devices, also the new lighting system, used in the production of "Broken Blossoms", on which I have been granted patents, and which I believe adds greatly tothe artistic possibilities of projection. These patents are also to be acquired by the Company.

Among the successful artists whose early instruction and experience in motion pictures was received under my direction are included Directors ~~Thomas H. Ince~~, Mack Sennett, George Loan Tucker, Marshall Neilan, The Franklin Brothers, George and Roul Walsh, John Emerson, Anita Loos and others, and such famous stars as Mary Pickford, Douglas Fairbanks, Norma Talmadge, Constance Talmadge, Mae Marsh, Bessie Love, Blanch Sweet, ~~Bessie Barriscale~~, Mildred Harris Chaplin, Pauline Starke, Eric Von Stroheim, Sena Owen, Marion Cooper, and mahy others. Henry Walthal, Wallace Reid, & Gladys Brockwell.

CAPITALIZATION: The authorized capitalization of the Company is as follows:

Class A shares of no par value . . . . . 125,000 shares

Class B shares of no par value . . . . . 375,000 shares.

The Company has no funded debt.

PREFERENCES: Class A shares shall first receive dividends up to $1.50 per share out of net earnings in any fiscal year and a fund of $1.00 for each share of Class A stock outstanding is then required to be set aside on or before September 1 in such fiscal year for the purchase of Class A shares if tendered within four months at not exceeding $15.00 per share before any dividends are paid on the Class B Stock in such year. After the Class B shares have then received $1.50 per share, further dividends for that year shall be distributed share and share alike to both classes of stock. The respective preferential dividends of $1.50 per share on the Class A Stock and the Class B Stock are non-cumulative.

Class A shares shall have priority as to assets up to $25.00 per share in case of voluntary liquidation and up to $20.00 per share in case of involuntary liquidation. Then Class B shares shall receive the same amount per share after which all further amounts shall be distributed share and share alike to both classes of stock. Consent of a majority of Class A shares is required for voluntary liquidation.

RESTRICTIONS: The Company has no funded debt and shall not create or assume any mortgage or lien upon its property (except purchase money mortgages), nor create or assume any debt running

longer than one year, without the consent of the holders of a majority of the Class A stock. The Company shall not, without like consent, create or issue any additional stock on a parity with or prior to Class A shares.

DIVIDENDS: It is the intention of the Company to pay dividends of at least $1.50 per share on Class A Stock commencing with the first semi-annual dividend on or about January 1, 1921.

ASSETS: As shown by the audit of Messrs. Price, Waterhouse & Co., and the appraisal of Messrs. Coates & Burchard, and after giving effect to the contemplated sale of 125,000 shares of Class A Stock, the net assets to be acquired by the Company as of April 30, 1920 were as follows:

FIXED ASSETS:

Real Estate, Buildings, Equipment, etc...	$1,470,600	
Less Purchase Money contract.....	320,000	
Net Fixed assets.....		$1,150,600.00

NET CURRENT ASSETS:

Cash and Liquid Assets and Inventories.....		1,793,453.62

INTANGIBLE ASSETS:

Equities in films released.....	350,000	
Star contracts and fill equities.....	250,000	
Goodwill.....	250,000	850,000.00
Total net assets.....		$3,794,053.62

The above statement shows net worth, exclusive of good will and other intangibles, equal to over $23.00 and net current assets equal to over $14.00 per share of Class A Stock.

In addition, the Company will carry insurance in the amount of $1,000,000 on the lives of myself and important principals and

stars, all of which shall be payable to the Company as beneficiary.

EARNINGS: The gross returns from the pictures produced by the Griffith organization in the past twenty-seven months, since the establishment of my own business, have been in excess of $7,000,000, and it is estimated that on the completion of their present runs, these pictures will yield gross returns in excess of $9,000,000.

After allowing for all expenses of production and distribution the net earnings of these pictures produced in twenty-seven months' time will be approximately $3,000,000.

As a result of the present financing D. W. Griffith, Inc., will be financially independent in the production and distribution of its pictures and will thereby be enabled to save a large proportion of the profits which I have been heretofore obliged to pay for the assistance of outside agencies.

After full allowance for expenses, depreciation, obsolescence and Federal Taxes, the net earnings of the Company for the next twelve months will, in my estimation, be in excess of $1,500,000, equal to more than eight times the preferential dividend. on the class A' shares

BOARD OF DIRECTORS:

I have arranged that the following shall become directors of the Company:

D. W. Griffith, ... President
Albert L. Grey, ... General Manager
J. C. Epping, ... Business Manager
Albert H. T. Banzhaf, ... General Counsel
Charles Counselman, Counselman & Co., . Chicago
Murray W. Dodge, Bertron Griscon & Co. Inc. New York.

THE INDUSTRY: Practically the entire development of the

motion picture industry has taken place in the last twenty years, in which time it has grown to be the fifth largest single industry in America. Over $800,000,000 was spent in the United States in 1919 to view motion pictures. Indications are that the gross receipts of picture theatres in 1920 will reach $1,000,000,000.

Approximately 11,000,000 persons per day attend motion picture theatres in the United States, and the total number of people who patronize these theatres is estimated at 50,000,000. At the present time there are 18,000 motion picture theatres in America, of which 15,000 show pictures every day and there are 1,200 additional being built this year. The motion picture has become a source of education as well as entertainment. The attendance at motion picture theatres has grown steadily, unaffected by conditions. Expenditures for this purpose is one of the last items to be cut from the family budget in times of financial stringency. This fact is demonstrated by the record of continued growth even during the most critical period of the War.

The opportunities for the extension and expansion of the operations of D.W.Griffith, Incorporated, are practically unlimited, and the business is being incorporated in order to take full advantage of these opportunities, on a basis which will hield the greatest amount of profit to the Company.

The fact that in payment for my interest in the business, I am accepting Class B stock, on which no profits or dividends can be paid until after dividends have been paid on Class A Stock, is evidence of my faith in the continued success of the Company's oper-

ations.

It is my opinion that the Class A shares of the Company afford a most attractive investment opportunity.

Very truly yours,

D. V. Griffiths

John Powers
J. A. Manning
R. E. Tong
T. N. Jones
Albert E. [illegible]
J. C. [illegible]

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TELEPHONE MAIN 3776

United Artists Corporation

146 Marietta Street

Atlanta, Ga.

Romance

June 26/20

Mr A.H.T.Banzaf
2 Rector Street
New York

My dear Mr Banzaf:

I am in receipt of your's of 24 inst. and beg to assure you that your and Mr Griffith's wishes in regard to the picture "Romance" will be respected and that we have always avoided using Mr Griffith's name in connection with this picture as we were instructed by the Home Office.

Further I wish to say, that my long and agreeable association with the Epoch Producing Corporation and with "Intolerance" makes me particularly anxious to do my best for Mr Griffith and those interested with him.

Thanking you for your kind words of appreciation and with best regards,

Your's very truly

M.C.Boyer

Romance

United Artists Corporation

1319 Vine Street

Philadelphia, Penna. JUNE 26th, 1920.

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York.

My dear Mr. Banzhaf:

Your letter of June 24th received, reminding me of the fact that "ROMANCE" while produced at Mr. Griffith's studios is not in any way to be connected with Mr. Griffith's name. I have understood the situation regarding this production and will see that this office does not allow any confusing thought to be spread with regard to "ROMANCE". Your paragraph regarding the featuring of Miss Keane's name is also appreciated.

Thank you very much for your words of appreciation regarding our effort on "BROKEN BLOSSOMS". We are still booking this production but I am sorry to say that in the small towns they do not seem to appreciate its artistic value.

With kindest personal regards,

Sincerely yours,

Crowbridge

Sales Manager.
UNITED ARTISTS CORPORATION.

CST:M

TELEPHONE RANDOLPH 4460

Romance

United Artists Corporation of Illinois

17 North Wabash Avenue

Chicago, Ill. June 26th, 1920.

Mr. Albert H. T. Banzhaf,
2 Rector St.,
New York.

Dear Mr. Banzhaf:-

Your letter of the 24th received.

All advertising being sent out from this office on Doris Keane in "ROMANCE" is supplied to us by the New York office, and therefore undoubtedly confirms your instructions.

Assuring you of our co-operation at all times, we beg to remain

Yours very truly,

UNITED ARTISTS CORPORATION

Sales Manager.

CES-EJ

UNITED ARTISTS CORPORATION, LIMITED

STAIR BUILDING - 123 BAY STREET

TORONTO, ONTARIO

MAIN 5087

Romance.

June 26th. 1920.

Mr. Albert H.T.Banzhaf,
2 Rector St.,
New York City.

Dear Mr. Banzhaf:

I have your letter of the 24th. inst. and in reply beg to state that the matters you speak of will receive my earnest attention.

Thanking you for your kind appreciation of our efforts, I am

Very respectfully yours,

Sales Manager.

UNITED ARTISTS CORP.LTD.

ACB/H.

cnt V.J.
W. W. E

June 28th 1920.

Mr. Harry J. Williams,
Travelers Insurance Co.
76 William Street,
New York City.

Dear Sir:

I enclose herewith copy of assignment to the Central Union Trust Co. of New York of the policy held by the Travelers Insurance Co. on the life of Mr. Griffith, policy #361,365 under date of 25th day of June 1920, duplicate original of which I have attached to the policy, which, together with the former and last assignments I will deliver to the Central Union Trust Co. as per my understanding with them. Will you kindly advise me first if the assignment is in due form.

I understand that Mr. Griffith's office has forwarded a check to the Company at Hartford, Conn. in payment of the premium. Will you kindly keep me advised as to the status of this policy, and oblige

Very truly yours,

AHTB/GD
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

$2372 79/100 Newyork N.Y. June 28th 1920

Thirty Days after date I promise to pay to

the order of Chas Field Griffen & Co

Twenty three hundred and seventy two 79/100 Dollars

at Central Union Trust Co (42nd Br) Newyork

Value received

No. D. Due July 28th 1920 D W Griffith

PAID JUL 28 1920 LINCOLN NAT'L BANK

555 Chas Judd Jr. & Co 82

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Camp Pacific

Mon
1190

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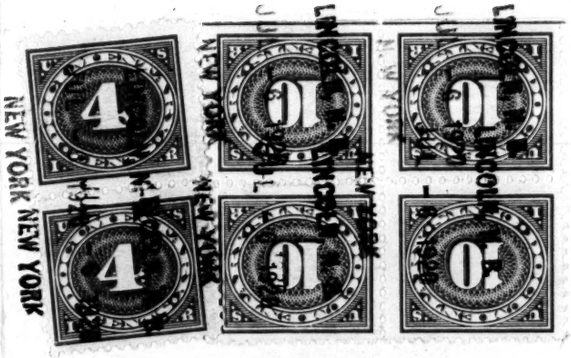
D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY



CONDUCTOR OF ORCHESTRAS
IN THE LARGEST THEATRES
IN THE UNITED STATES

1913: Clune's Theatre, Los Angeles
1914: Auditorium Theatre, Los Angeles
1915: D. W. Griffith Studio, Los Angeles
1916: Forty-Fourth Street Theatre, New York
Auditorium Theatre, Chicago
Colonial Theatre, Boston
1917: Auditorium Theatre, Los Angeles
Miller's Theatre, Los Angeles
1918: General Musical Director, Composer and Arranger for D. W. Griffith, Los Angeles
Forty-Fourth StreetTheatre, New York
Majestic Theatre, Boston
Olympic Theatre, Chicago
Garrick Theatre, Philadelphia
Pitt Theatre, Pittsburgh
1919: George M. Cohan Theatre (Griffith), New York
California Theatre (Goldwyn), Los Angeles
1920: Rivoli Theatre (Fox), Denver

CARLI D. ELINOR

MUSICAL PRODUCER
OF THE
WORLD'S GREATEST PICTURE PLAYS

RESPONSIBLE FOR THE SCORES
WHICH ACCOMPANIED

"The Birth of a Nation"
"Hearts of the World"
"Ramona"
"Les Miserables"
"Eyes of the World"
"The Spoilers"
"The Christian"
"The Dumb Girl of Portici"
"The Sign of the Rose"
Etc., Etc.

Denver, Colo.

June 28th., 1920.

Mr. D. W Griffith,

Mamaroneck, N. Y.

Dear Mr. Griffith,

I have just learned through the Exhibitor's Trade Review, of your latest Picture, " Way Down East", and feeling sure that you were satisfied with my work with your other pictures, "The Birth of a Nation", and "Hearts of the World", would like to prepare the Music Score for "Way Down East", unless you have already had this matter attended to in which case I should like to offer my services as Musical Director. I am now, and have been since Jan., Musical Director of the Fox Theaters here in Denver and my contract has just expired. I am not desirous of remaining here for another season but would much prefer being associated with you so if you have occasion to consider my services please advise me. Trusting an early and favorable reply, I beg to remain,

Yours very truly,

Carli Delmore Elinor

Rivoli Theater or
Wm. Penn Hotel, 711 18th. St.
Denver, Colorado.

Romance

United Artists Corporation

617-19th Street

Denver, Colo.

June 28, 1920.

Dear Mr. Banzhaf:-

Your letter of the 24th reminding me that the picture "ROMANCE" is not a D. W. Griffith production and that his name is not to be used in any way in connection with it, as well as other information out-lined in your letter, is thoroughly understood and shall be followed.

I thank you for your kind expression of appreciation of my services and I feel very much pleased that the results of my endeavors have merited approval.

No one can do any better than their best and as I am always trying to give the very best that is in me towards producing satisfactory results, I hope to continue to please you and Mr. Abrams and other Officials in the Company even more so than I have in the past.

Respectfully,

MANAGER,
UNITED ARTISTS CORPORATION

TYH:AM
To - Albert H. T. Banzhaf,
3 Rector St.,
New York City, N. Y.

Romance

United Artists Corporation

1913 Third Avenue ~~1200 Fourth Avenue~~

Seattle, Wash. June 28, 1920.

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York City.

Dear Mr. Banzhaf,

I beg to acknowledge receipt of your letter of the 24th instant pertaining to advertising in connection with our picture "ROMANCE". I have carefully noted the contents of your letter, and will comply with your instructions fully.

I wish to thank you for the kind words contained in the last two paragraphs of your letter, and you can rest assured that I will put forth all my efforts to increase the business and standing of this branch of the organization.

Yours very truly,

Chas. W. Handell

SALES MANAGER.
UNITED ARTISTS CORPORATION.

CWH.A.

D. W. GRIFFITH STUDIOS

Scenario Department. Manuscript Record.

1.

Name.....Heart's Desire.....

Received.....at Marmaroneck Studio..... Listed

Handed to.....June 28-20..... .....

Synopsis..... Read by

.....

COMMENT

.....

.....

.....

.....

Note: Mr. Bidwell brought this to Studio
it presumably having been purchased in
California

Pending.....

Submitted by.....

Address.....

City.....Purchased.....

Final Disposal.....

Howard E. Morton,
Los Angeles Examiner,
Los Angeles, Cal

Synopsis of the Story for a Photoplay entitled

HEART'S DESIRE.

By Howard E. Morton.

Based upon a short story by the same author
Published in Cosmopolitan Magazine.

HEART'S DESIRE

By Howard E. Morton

-0-

Sylvia Carlin is a beautiful, gifted young motion picture actress, who is just beginning to attract public notice through the charm and simplicity of her work.

Gray Harwood is a rising young dramatic author whose photoplay scenarios, likewise, have begun to win him recognition through their originality, vigor and freshness of viewpoint. He is manly, good-looking and, as yet, quite unspoiled by his growing success.

Sylvia and he are sweethearts. Their romance is clean, tender and wholesome. They cherish the same ideals, their love is the inspiration to ambition in each, and both of their careers lead along the same pathway. The Carlin home is an unpretentious house in a suburb of Brooklyn, ~~despite Sylvia's growing success~~, for her mother is one of the old-fashioned sort who is determined, even in the madness of modern New York life, to cling to her own girlhood ideals and preserve some of them in her daughter.

At the outset of our story we have a glimpse of Gray and Sylvia on a certain summer Sunday afternoon when he calls for her to take her for a walk in the country. He is attentive, chivalrous and reveals his ardent love for her in every action. Finally, they seat themselves in a shady spot under a great tree and he reads some passages from a new play he is writing. It is a warm, dreamy, beautiful, the woods are lovely, the scene is entrancing. ~~Gray responds the~~ the romantic influence of the surroundings and for the 987th time tells Sylvia how much he loves her. She looks at him adoringly and in a sentimental mood he takes out his knife and cuts two linked hearts, with their initials in each, on the tree, even as lovers have done

for generations gone by. Gaily she bids him kneel like knight of old and swear eternal devotion by the Sign of the Two Hearts, which he does with a theatrical flourish, kissing her hand. They start home and on the way, Gray leaves her for a few moments to get some ice cream cones from a distant vendor. While Gray is gone a militant flirt, thick-necked and offensive, tries to engage Sylvia in conversation. She indignantly repluses his attentions. Gray suddenly returns, grabs the intruder by the collar, there is a flurry of punches, then Gray plants a stiff wallop on the intruder's nose. The latter turns tail and disppears like a scared rabbit. With very normal, masculine pride of victory in physical combat Gray receives Sylvia's warm, somewhat hysterical demonstration of relief and appreciation and soon they start ~~xxxxxxxxxx~~ home.

Six months elapse. Sylvia has made rapid strides in her art and in popularity, and Gray has become very much the vogue. Success has dealt differently with them, ~~however~~. Sylvia is still the sweet, girlish figure of her apprentice days, still with the tender ideals of Romance of a less complex age. Gray's normal, wholesome ideals however, have been caught in a feverish whirlpool of restless modern Isms. He ~~has drifted~~ is lionized into a circle of highbrow faddists, who measure love by vibrations of the mind rather than beats of the heart and their ultra sex philosophies engage his thoughts. He is much sought after in those circles of Bohemia where the higher problems of love and everything else are debated with hectic fervor, but where nobody holds hands. Under the thrall of these "higher philosophies" Gray has drifted away somewhat from Sylvia and grown rather indifferent. From the ethereal, esoteric heights where he now soars their

the freak cultists who have warped his really fine personality with their bewildering doctrines. Sylvia however, still loves Gray dearly, devotedly, wholly, and she is perplexed and troubled as she realizes his defection.

Sylvia is told by the management of her film company that she is now to be starred and that they are seeking a suitable film story ~~forwhurx~~ as a vehicle for her charming personality--one that shall have a simple,clean love story for its motif. Ecstatically, Sylvia hurries home to tell her mother the good news, and then rushes to the telephone to call up Gray and tell him. She finally reaches him at a highbrow ~~xxxx~~ tea and joyously tells him of her approaching stardom, also reminds him that he has promised to take her to dinner that evening at one of the Bohemian restaurants in Greenwich Village near Washington ~~Squarex~~ Square. Gray tears himself ~~xxxx~~ reluctantly away from a group of super-illuminati and calls to take her to dinner. She is bubbling over with happy excitement as she tells him her good fortune, and he makes a brave show of enthusiasm. But his enthusiasm soon evaporates and he relapses into blase indifference. She is hurt and unhappy. He seems preoccupied and forgetful of the gallant little attentions of other days. He does not help her down the L steps, and strides along several feet apart from her as they cross Washington Square.

The restaurant is bright and gay however, and she is diverted by the lively scenes and forgets for the moment her unhappiness. Gray, too, thaws out under the warmth and animation around them and for a while they dine and watch the fun around them. Then it is all spoiled when Sylvia reverts to her stardom and tells Gray he must write the scenario for her new star picture. Gray promptly produces the manuscript for one, which he earlier has been reading to the illuminati, and says it will be just the thing fo r her and will give to the world through the screen the new theory of love vibrations. It is a mass of sex psychology and highbrow gibberish. She demurs and tells him her manager has said.

It must be simple romance, she insists. Gray declares that simple romance is commonplace and obsolete under the newer and higher conception of soul selection. He rails at her manager and they are almost on the verge of a quarrel.

"Simple romance is everywhere, always has been and always will be," she declares hotly. "There is Romance in the life stories of everone in this room. Look at that old man over there. I'm sure he must have been some one once. I wonder what his life story is; what he is thinking about now."

Seated across the room from them is an old man, with long, flowing white beard and hair, a patriarchal head, fine forehead, distinguished bearing and splendid eyes--gray, keen and piercing, yet warm and kindly-- a rare combination. He has finished his dinner, is musing over a glass of wine, and has not seen them, for several books are on the table beside him and he has been reading.

Gray appraises the old man cynically and makes an ironical observation to the effect that he probably is gloating over a long line of creditors despoiled and figuring out a new way to trim those to come. Sylvia tartly upbraids Gray for his twisted viewpoint and they are about to engage in a quarrel when the Old Man turns and sees Sylvia. Instantly, he seems profoundly moved; gives a start, gazes at her tensely; half rises, then sits down still gazing at her with parted lips and ill-concealed agitation, as if hypnotized by her presence. Calling his waiter, he asks who Gray and Sylvia are and the waiter, who knows them by sight, tells him. The Old Man pays his check, scarcely taking his eyes from Sylvia, then writes a note to Gray introducing himself and inviting him and Sylvia to visit his apartments nearby, saying that he has some rare books and literary treasures which Gray might like to see. Incredulously, Gray and Sylvia read the note, while the Old Man watches them eagerly, half-wistfully.

The strangeness of the invitation promises an interesting adventure , and Sylvia nods to Gray to accept. Gray goes over to the Old Man, brings him over to the table and presents him to Sylvia. Again the Old Man seems strongly moved and peers into her face with an emotion that they do not fully perceive in the movement of departure. They go out, walk with the Old Man several blocks through a frowsy side street in the Village, enter an old house, and are ushered into a great, old fashioned library , filled with paintings, objects of art, statuary, books, etc. A log fire on andirons burns in the fireplace and there is a cushioned settee opposite it. There is a flavor of the Old South about the place and its furnishings. Scarcely taking his eyes off Sylvia the Old Man shows them about

the room. It is a delightful little pilgrimage, for on the walls are some old masters, here and there an exquisite piece of bric a brac and on the shelves are rare books and manuscripts. Both Sylvia and Gray are too interested in what they see to remark the strange fascination with which the Old Man hovers near Sylvia and watches her. They come to [redacted] a fine, old-fashioned clothes press. With woman-like [redacted] curiosity Sylvia opens it and peeps in, then opens the door wide for in it is a dress of the Civil Warn period, a dainty, silken thing, garnished with the pretty ribbons and laces of that era.

The Old Man starts forward as if to stay her hand as she touches its silken folds and takes it admiringly from the press, holding it at arms length with exclamations of surprise and delight. It is just her size too and as she examines it the Old Man watches her hungrily, then with suppressed emotion asks her if she would like to put it on. She assents gaily and takes it and the rest of the costume from the press into an inner room where the Old Man indicates she can change. While she is gone the Old Man shows Gray some more of the books but glancing around frequently to see if Sylvia has returned.

Soon she re-appars, clad fully in the outfit from head to foot--an alluring, beautiful replica of a Civil War belle. She curtseys to the Old Man and Gray, The latter claps his hands admiringly; the Old Man gazes at her fascinated, trembling. There are tears in his eyes as he takes her in his arms impulsively, then holds her at arms length and looks deep into her eyes. In response to her questioning look he tells her that she has awakened old memories, then turns away with a hollow little laugh, as if to break the spell she holds over him.

Sylvia spies a cello standing in a corner and asks the Old Man if he plays it. He answers that he did once and she asks him

to play something, handing him the instrument. He takes it with deep agitation, as he watches her seat herself daintily on the couch opposite the fireplace, the poke bonnet dropping back prettily from her head.

The Old Man seats himself on a chair before the fire and Gray stands nearby. Now the Old Man starts to play, always to Sylvia. Softly at first; a simple, lovely, haunting melody with just a touch of sadness. Gradually the music increases in power and passion and the instrument throbs like a living thing. Now the music changes to a minor key and sweeps on through a tragic andante. There is poignant anguish in it now and the Old Man's face grows haggard and drawn as if each sweep of the bow is tearing at his heart strings instead of those on the cello. The music dwindles, stops, and the Old Man sinks forward, sobbing convulsively. Gray and Sylvia spring to his side and in a few moments the Old Man calms himself, seizes their hands in his, looks up at them plaintively , then presses his lips to Sylvia's hand. He tells them that he owes them an explanation and that he will give it to them if they will have patience and listen to the story of an old man.

Sylvia and Gray seat themselves at each end of the settee and gently, dreamily the Old Man begins his story. As he goes on, even as the music had done, his voice gathers in power and intensity and passion, now rising with dramatic crescendom now falling into deep, sonorous cadences. Sylvia and Gray sit transfixed, watching the Old Man there in the glow of the firelight and listening, spellbound. This is a synopsis of the story the Old Man tells:

The scene is Virginia before, during just after the Civil War, when the Old Man was young. His name is Robert Stedman. His family is wealthy, one of the First in Virginia. Young

Robert is a sore trial for them for they have a career of law and politics mapped out for him that leads to Washington. He however, prefers art and letters and music, He is packed off to Princeton, for his mother was a Northerner. When he comes home he enters the law office of an uncle in the Virginia town, but his mind is not made for Blackstone or Kent. His family also have planned his marriage to the wealthy daughter of another of the First families, but they are destined to have another shock. Robert has fallen in love with Betty Morgan, daughter of the Calvin Morgan family, who have been bitter feud enemies of the Stedmans for generation. Robert and Betty had known one another distantly from childhood but the enmity between their two families had precluded the enkindling of any romance between the m. Then as she had grown into her teens she had been sent away to a young ladies' seminary in Maryland and on the train that had brought Robert home from college the two had met and their love had blossomed. After their return they had met clandestinely for Cal Morgan and his kinsmen would kill Robert should they know that he has been paying court to Betty, and that they are planning to elope and marry. One day on a long walk through the Virginia woods Robert cuts two linked hearts on a tree and by its token they pledge their eternal love and plan how they will live in a little vive-covered cottage in the Blue Ridge mountains, how Robert will seek fame in literature, etc,etc.

One day during one of their rides comes the news that the Civil War has started. They re-pledge unfaltering devotion, vow that they will marry when the war is over, and Robert hurries away to join his regiment. But the war is not over as soon as the lovers had fondly expected and the years drag slowly and sorrowfully by. But love glows with undiminished fervor in the hearts of the sweethearts.The cruel exigencies of war remove Robert far from Virginia for several years and he seldom sees Betty. But they write regularly and yearn unceasingly for the day when peace shall come and they can be united

[illegible] they [illegible] the cottage [illegible] their dreams.

It is now early spring of 1865. Robert is with Lee's

Army making its last brave, but forlorn stand against Grant's Army of the Potomac in Virginia. War has desolated Virginia and Lee's forces are hungry and scantily clothed, yet they fight on doggedly. Robert is a captain in command of one of the companies of Lee's force. Times have changed sadly in the Virginia town near where the Morgan and Stedman families live. Betty is still beautiful, though more mature; war has made sorry ravages in the family's fortunes, and although war time suitors have laid siege to her heart and hand she has rejected them all to the chagrin of her parents. She has not dared tell them of her love for Robert and their engagement, guarding it through the years of war as a sweet, dangerous secret. But now in the winter of 1864-65 there comes to the town a Southern Army contractor from Richmond, a widower of forty five, rich, and prominent in the councils of the Confederacy. His name is Caleb Brice. He has some business with Betty's father, and stops at the Morgan house and becomes infatuated with Betty. In a panic of fear, she tries to escape his attentions but he pursues he relentlessly and asks her parents for her hand.

It is the old story of family fortunes shattered, the rich suitor, the parents eager to make a brilliant, profitable match, and the stubborn daughter. Betty writes Robert a tear-stained letter telling him of the situation, of her refusal to marry Brice, of Brice's persistence and of her unhappiness. She has not dared even now to tell her parents that she is betrothed to the son of their bitterest enemy. Her letter reaches Robert when Grant's Bluecoats are sorely pressing his brigade and he cannot leave; but he writes Betty to have courage and patience. Then one day a week or so later there is a terrible scene in the library of the Morgan mansion at which Betty is told that she must marry Brice, that the wedding is being announced and that the ceremony will take place two days later. Betty is in despair. She sends "Bud", her 14 year old brother, who has been their confident, with a frantic note to Robert,

telling him of the crisis and begging him to come and rescue her. "Bud" rides on horseback thirty miles to Robert's headquarters with Lee's army and delivers the note. Robert is just starting for an attack with his men and although he is maddened by the appeal the note contains he cannot desert now on the eve of an advance. Determined to find some way to reach his sweetheart however, he tells "Bud" to tell Betty that he will come and rescue her before the wedding somehow; then he rides away into battle. In a fierce skirmish that follows a bullet grazes Robert's head, he is knocked senseless, is captured and the Federals drive back his comrades. When he recovers consciousness Robert finds himself a prisoner with Grant's Army, with the Blue and the Gray battle lines between him and Betty, and with her enforced wedding to another only twenty four hours away.

Betty believes implicitly that Robert will come and rescue her as he has promised, but as the hours pass and the time for the wedding approaches, her hope begins to waver. Her parents scarcely allow her out of their sight and her mother repeatedly tries to convince her that she is making a great match for herself and the family and that she will soon learn to love Brice. There seems to be no escape and finally Betty determines to kill herself rather than marry Brice. So while such wedding finery as can be assembled is being prepared by her mother, Betty secures a derringer pistol and plans to conceal it in her wedding dress if necessary, and to use it at the last moment if Robert does not arrive.

Meanwhile, Robert is well nigh mad with the helplessness of his position. Fervently he prays God to point a way out and his prayer is answered. He is summoned to the headquarters of the regiment into whose hands he has fallen prisoner and is astounded to find himself face to face with Phil Bradford, his old room mate at Princeton, who now is a Colonel in Grant's Army of the Potomac. It is a strange, unexpected, dramatic meeting. Colonel Bradford dismisses his orderlies under the pretext of questioning Robert alone and for the time being the two men forget they are captor and

prisoner or that there is any North and South. It is more than four years since they have met. Robert tells him of Betty and of the crisis in their lives. Bradford ponders the matter for a space, then faces his old chum.

"Bob, will you give me your word of honor that if I let you through our lines you will return and surrender yourself again as a prisoner as soon as you rescue her?" he asks.

Robert leaps forward, atremble with excitement and thankfulness and swears that he will return. The Colonel outlines his plan. After dark he has Robert brought to his tent, ostensibly for more questioning. There he loans him an overcoat, a hat and with Robert thus roughly disguised slips off with him through the woods to where a horse is waiting. There he gives Robert a pass through the Federal lines. "Here is another pass back through our lines for yourself and a lady. I hope you'll need it, Bob. Good luck and God Bless you," the Colonel whispers as they grip hands in farewell.

Robert makes his way past the Federal pickets, hides his Federal disguise and successfully passes into the Confederate lines. There he is stopped by one of his own outposts. The Rebs are suspicious that he is a spy and for a time it looks as though he will be placed under arrest, but he manages to establish his identity through one of his own men who happens by, and is allowed to proceed after a long delay. At a gallop he now starts for Betty's home along the Richmond turnpike.

Meanwhile, the preparations for the wedding are proceeding at the Morgan home, and Betty, almost distraught from watching and waiting sees the clock tick on toward the hour set for her wedding to Brice. After a sleepless night for her, dawn breaks on her wedding day. She sends "Bud" out on the turnpike early in the morning to watch for Robert and tell him of the situation. "Bud" stations himself several miles out on the road. The hour of the wedding approaches and Betty's mother comes to her, bustling with reassurances, to help her with her wedding toilette. Betty

is strangely silent-- the silence of an anguish she dare not express, yet the portent of a terrible determination that she will never yield herself to Brice. The wedding dress is adjusted and Mrs Morgan, unsuspecting the grim thoughts that fill her daughter's mind, goes down stairs to welcome the wedding guests, who arrive mostly on foot, some in rigs and a few on horseback. Betty's negro mammy senses something is wrong and tries to comfort Betty, who thanks her and dismisses her. Betty then gets out the derringer, contemplates it with tragic fascination, then kneels to pray beside the bed of her girlhood dreams.

Outside, the first faint breath of Virginia spring is in the air and through the open window Betty gazes out upon the familiar landscape of her childgood. Then she buries her face in her hands, one of which holds the weapon, and prays.

Meanwhile, Robert is riding furiously along the Richmond turnpike. Finally, he is hailed by "Bud" from the roadside, who excitedly tells him what is happening and how the land lies. The two mpunt and ride rapidly toward the Morgan place. Under "Bud's" guidance they let down the fence bars as they approach the Morgan mansion and detour through a thicket to an orchard that flanks the garden under Betty's room. There the two hold a quick council of war and agree on a plan of action.

Now, as Betty raises her eyes from prayer, hoping against hope, and takes a last look at the derringer which she now is about to use, she looks through the window and sees Robert lean cautiously from behind a great tree trunk at the edge of the orchard and peer anxiously at the house. In a wild, frenzy of joy Betty springs to her window and waves to him. Robert and "Bud" have left their horses in the thicket and crept toward the house through the orchard. "Bud" has hurried into the house by the back way and up the back stairs to Betty's room, where he now tells her what to do, then darts down the stairs again and out to the Morgan stables. There he swiftly leads Betty's already-saddled

horse out into the orchard; his own horse has been left for Robert in the thicket. Then "Bud" hurries back to the house, turns loose the other saddle horses of the guests, which trot away down the road toward their homes, and cuts the traces of the guests' horses hitched to rigs.

Meanwhile, in the Morgan house, everything is ready for the ceremony. The guests are all seated downstairs; the parson is there, thumbing his prayer book; Brice, barbered and tailored elegantly, chats oilily and smugly in restless anticipation with Morgan pere; and now Mrs Morgan mounts the stairs to give the bride the final touch.

Betty has torn off her bridal veil, stamped on it and flung it into a corner as a thing repulsive; has seized her bonnet and a cloak, and now she starts out into the upper hall to slip down the back stairs. But she is blocked in this as she hears her mother muunting the front stairs toward her room. Hurrying back into her room, Betty closes the door, locks it, ruches to the window and glances out in a flurry of panic. It is too high to jump safely, so she strips the sheets off her bed, knots them together with the counterpane and ties one end to the bedpost just as her mother knocks on the door. Betty answers that she will be there in a moment, takes one rapid glance of farewell around the room, crawls out of the window, slides down the improvised rope to the ground, rushes across the garden and orchard and into Robert's waiting arms. Together they run to the thicket, getting Betty's horse on the way and Robert mounts "Bud's" horse. In a few seconds more they are through the thicket away from sight of the house, out upon the turnpike and headed at a gallop toward the Federal lines.

Meanwhile, Betty's mother waits for a space outside the bedroom door, impatiently tapping her foot and frowning nervously. Again she knocks and calls, gets no answer, tries the locked door, then hurries down stairs ans aummons her husband and Brice. The three rush up stairs to Betty's room, call and pound on the door, then the two men put their shoulders to it and burst it in.

During this turmoil Brice's wedding clothes and pomaded hair are badly disarrayed. The wedding veil, torn and crumpled in a corner and the improvised rope dangling from the window are the only traces of Betty, but they tell enough to the flustered Morgans and the near-bridegroom. The three rush down stairs and outdoors. By this time the house is in an uproar, for the guests have heard the clamor, and they scramble out on the heels of the Morgans and Brice. The first person the trio see outside the house is "Bud", who dashes around a corner of the house from the rear and announces shrilly that he just saw Betty on horseback ride away down the Richmond turnpike in the OPPOSITE DIRECTION from the one she and Robert really have taken. There is a confused scramble for the horses and vehicles, Brice getting more and more disheveled in the melee. Then a howl goes up as it is discovered that the saddle horses are gone and that the harness of the rigs has been put out of commission. Brice and the elder Morgan dash to the Morgan stables, but the few horses of the Morgans that are left on the place are in the distant pasture, and worse, all the saddles and bridles are missing. Finally, the harness of one of the rigs is patched up and the elder Morgan, Brice and "Bud" leap into it and start off down the turnpike in thr WRONG DIRECTION. The guests disperse,, some angry at the loss of their horses; all chattering over the scandal of it all. Mrs Morgan totters into the house and collapses hysterically into the arms of the agitated parson. An hour later the elder Morgan, Brice and "Bud" drive back empty handed behind a jaded team. Brice is now a sartorial wreck and he and the elder Morgan stamp, fuming and crestfallen into the house, while "Bud" grins knowingly when they are not looking. Thus we leave the Morgan family.

Robert and Betty ride on and later, under cover of the night,, get through the Confederate lines. Robert recovers his Federal coat and hat and presently they are challenged by the Federal pickets.

Robert shows his pass for ~~and~~ himself and a lady and they are allowed to proceed. Soon they ride up to Colonel Bradford's headquarters where Robert , true to his promise, surrenders himself as a prisoner of war. Colonel Bradford escorts Betty to a farm house back of the Federal lines where she is temporarily domiciled. A few days later the Federal army launches its final stroke at the Rebels, Lee surrenders to Grant at Appomattox a few miles distant, the Civil War is ended, Robert is released and he and Betty are re-united. They are married in a quaint little Southern parsonage, with Colonel Bradford as a witness and at last go to live ~~in their bungalow~~ at "Heart's Desire"--the cottage of their dreams in the Blue Ridge mountains. Here Robert starts his literary career. Each evening during the glorious summer that follows they sit in the garden at "Heart's Desire" and Robert plays to Betty on his cello as they watch the sunset. With the coming of Fall however, Betty ~~faded~~ begins to fade. Medical skill is powerless and one evening as Robert plays the melodies she loves she sighs faintly,closes her eyes and ceases to breathe. Robert now becomes a restless, grief-worn wanderer. He comes to New York,pluhges feverishly into the pursuit of ~~literature~~ his career and as the years pass becomes famous as a critic of art and letters and a writer of international renown. But not even this brilliant career and the lionizing that goes with it can assuage the heart hunger that came when She went. No other woman comes into his life to efface the image of Betty in his heart. Finally, he retreats to the old house in Greenwich Village, surrounds himself with his literary and art treasures and there, in comparative retirement, he secludes himself with the Memory of her who is gone.

Under his direction a famous artist friend of his has painted a life size picture of Betty and this hangs on the wall in his library, shrouded behind heavy velvet curtains. He never unveils ~~this~~ it to outsiders, but every evening, alone, he draws back the curtains and to the picture he plays on his cello the old love melodies as he played them at "Heart's Desire" to his

bride of long ago.

Gray and Sylvia have listened, fascinated, thrilled, profoundly moved by the Old Man's recital. As it progresses Gray moves nearer to Sylvia; his hand touches hers, presses it; now he clasps hers tightly, then moves closer, puts an arm about her, then draws her [redacted] to his side. She presses his other hand to her breast and tears flood her eyes as the Old Man finishes his story.

"And now I shall tell you why I asked you to come here," the Old Man says softly, as he leans forward, takes one of Sylvia's hands, and looks earnestly into her tear-dimmed eyes. "When I saw you there tonight it seemed as though [redacted] a miracle had been wrought--as though the dead had come to life. You have her face, her hair, her eyes, her lips. You are She. Look! I shall show you."

The Old Man rises and walks unsteadily to the wall nearby and pulls back the curtains before the picture of Betty. It is an exact likeness of Sylvia--even the dress that she now wears is the same. Gray moves away from Sylvia to where he can see her and the picture. Sylvia looks at it and then at Gray who is spellbound with the miraculous resemblance. Then the Old Man tenderly draws the curtains and comes back to where they are, unable to shake off the spell of it all. As the Old Man resumes his chair, Sylvia rises quietly and tiptoes out of the room. The Old Man follows her with his eyes, then gazes into the fire, wrapped in reverie. Gray takes the manuscript of his highbrow scenario from his pocket and looks at it. It seems very [redacted] and unclean and false now. As Sylvia re-enters, clad now in her own clothes and reverently carrying Betty's dress, Gray tosses the manuscript into the fire and he and Sylvia smile understandingly.

Gray and Sylvia prepare to leave and the Old Man tells them they must come back often. He kisses Sylvia tremblingly but smiling and grips Gray's hand as the two leave. The Old Man sees them to the door, they turn for a last glimpse of him silhouetted against the firelight, then step out into the tawdry, matter-of-fact New York city street. The transformation from the atmosphere of the Old Man's story of Long Ago is stunning and they walk away silently, still under the magic of the strange adventure. It has started to snow but they scarcely notice it as they go on automatically toward Washington Square. Gray puts an arm around Sylvia and holds her close and she clings to him affectionately. They start to cross the now deserted Square, still unmindful of the snow. Finally, Sylvia turns timidly to Gray and they stop, his arm still about her.

"Haven't you found that Simple Romance is very real and that Old-fashioned Romance is the best after all?" she asks him with a radiant, adorable smile.

"Yes, darling," he answers. "I've found the story for your new picture too, dear. And best of all I've found myself and YOU--my Heart's Desire." He puts both arms around her now; she clasps hers around his neck and there, in old Washington Square, he kisses her again and again on the lips as the snow piles up unheeded on their hats and shoulders.

##########

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

June 29th 1920.

RECEIVED from Mr. Griffith Bonds to be deposited as collateral against loan with First National Bank of New York for the sum of $40,000. the following bonds:

City of Cincinnati-Mill Creek Sewer Bonds 4½% , $4,000.
Due date 1955
Numbers 1743, 1740, 1737, 1739,1733,1729, 1731, 1735

City of Sacramento, Park Extension,Jan.1/14 4½%, 10,000.
Due date year 1928
Numbers 484,472,476,483,481,470,482,469,468, 475, 474,480,473,478,477,485,466,467,479 and 471.

City of Los Angeles, School bonds,4½%, 6,000.
Due date year 1945
Numbers 976,971,972,975,862 and 974.

City of Los Angeles, School bonds 4½% 10,000.
Due date year 1931.
Numbers 1244,1246,1253,1252,1249,1245,1248, 1251,1250 and 1247.

City of Kansas City, School District Bonds, 4½%, 10,000.
July 1, 1913
Due date. year 1933.
Numbers 8908, 8654,8909, 8911, 8910,8912, 8913, 8914,8653 and 8655.

$ 40,000.00

BERTRON, GRISCOM & CO., INC.
40 WALL STREET
NEW YORK

LAND TITLE BUILDING
PHILADELPHIA

June 29, 1920.

Albert H.T. Banzhaf, Esq.
2 Rector Street,
New York City.

Dear Mr. Banzhaf:

Enclosed find two copies of circular.

I have changed my name for Mr. Benoist's in the Directors, as per talk with Mr. Griffith last night, subject to your approval.

If you will have Mr. Griffith sign one of these and initial the front page, as we have summarized from his letter and want it to accord with his wishes, we would appreciate it.

This is now in final form so we can get it out.

Sincerely yours,

Henry W. Dodge

Enc:

CRAVATH & HENDERSON
52 WILLIAM STREET

NEW YORK June 29, 1920.

D. W. Griffith, Inc.

Dear Mr. Banzhaf:

Mr. Van Ness tells me that he has not yet received the various contracts between Mr. Griffith and the important directors, principals and stars. As our clients are anxious to conclude the matter as quickly as possible, will you be good enough to try to send these contracts to us today.

If you wish us to prepare the assignment of the patents mentioned in the prospectus letter, we should also have copies of the patents for this purpose.

May we also have the contract with the United Artists Corporation again.

Yours very truly,

Robert Swaine

Albert H. T.Banzhaf, Esq.,
2 Rector Street,
NEW YORK CITY.

Z

CRAVATH & HENDERSON
52 WILLIAM STREET

NEW YORK June 29,1920.

D. W. Griffith, Inc.

Dear Mr. Banzhaf:

I enclose two copies of the certificate of incorporation as executed this afternoon and sent to Baltimore, Maryland, for filing. It is my expectation that it can be filed tomorrow and that we should have certified copies in our hands by Thursday morning.

Very truly yours,

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Y-Encl.

CLASS OF SERVICE	
Telegram	
Day Letter	
Night Message	
Night Letter	X

If no class of service is designated the message will be transmitted as a full-rate telegram.

COPY OF WESTERN UNION TELEGRAM

Matter Mine

June 29th 1920.

H E AITKEN CARE TRIANGLE OFFICE

86 GOLDEN AVENUE

SAN FRANCISCO CALIFORNIA

WE HAVE TAKEN FORTY FOURTH STREET THEATRE FOR WAY DOWN EAST OPENING ABOUT SEPTEMBER FIRST MR GRIFFITH WOULD LIKE TO RUN BIRTH TWO WEEKS BEFORE IN SAME THEATRE WILL YOU CONSENT ANSWER COLLECT BEST REGARDS

BANZHAF

charge Banzhaf Room 1615 - 2 Rector Street

Rider

Class A shares in any fiscal year shall receive dividends up to $1.50 per share before any dividends are paid on the Class B stock and, before any such dividends on Class B stock, a fund of $1.00 for each share of Class A stock outstanding must be set aside on or before September 1 in such fiscal year for the purchase of Class A shares if tendered within four months at not exceeding $15.00 per share.

PROOF SUBJECT TO CHANGE

125,000 Class A Shares

D. W. GRIFFITH

INCORPORATED

A Maryland corporation succeeding to the business of producing motion pictures heretofore conducted by Mr. D. W. Griffith.

Authorized Capitalization

125,000 Class A Shares (no par value)
375,000 Class B Shares (no par value)

Transfer Agents	Registrars
Central Union Trust Company of New York, New York City.	Guaranty Trust Company of New York, New York City.
Continental and Commercial Trust and Savings Bank, Chicago.	Central Trust Company of Illinois, Chicago.

From the within letter of Mr. D. W. Griffith, we have summarized as follows:

The proceeds of the sale to us of Class A Stock are to be used for additional working capital.

For the physical assets, other interests, and good will of the business conducted by D. W. Griffith to be acquired by the corporation, it will issue all the Class B Stock.

Class A Shares are fully participating and are preferentially protected as follows:

~~Class A Shares first receive dividends of $1.50 per share in any fiscal year and a fund of $1.00 for each share of Class A Stock outstanding is then required to be set aside in such year for the purchase of Class A Shares, if tendered within four months, at not exceeding $15.00 per share, before any dividends can be paid on the Class B Shares in such year.~~ After Class B Shares have received $1.50 per share in any fiscal year, Class A Shares will participate in any additional dividends in such year, share and share alike, with Class B. Shares. The respective preferential dividends of $1.50 per share on the Class A Stock and the Class B Stock are non-cumulative.

Rider

Class A Shares first receive $25.00 per share out of assets in case of voluntary liquidation, and $20.00 per share in case of involuntary liquidation, and after Class B Shares have received a like amount per share, Class A Shares will participate in any further assets, share and share alike, with Class B. Shares. Consent of a majority of the Class A Shares is required for voluntary liquidation.

ORGANIZATION AND HISTORY

D. W. Griffith, Incorporated, will continue the production of high grade motion pictures under the chief direction of Mr. D. W. Griffith (under a long time contract), assisted by the same management and organization which has so successfully established the reputation of Griffith productions.

Mr. Griffith is known throughout the world as the producer of such famous pictures as: **"Birth of a Nation"; "Hearts of the World"; "Broken Blossoms,"** and many others which have been exhibited throughout the United States and foreign countries.

The assets to be acquired by the Company will include the real estate, studio and equipment (net value of which is appraised at $1,150,000) at Mamaroneck, N. Y., ownership of a large number of productions, productions in process and rights to future productions and contracts with distributing companies and with the prominent members of the Griffith organization.

"Way Down East," one of the greatest photoplays ever produced, is just being completed by the Griffith organization. This picture alone, which becomes the property of the Company, should yield minimum gross earnings of $2,000,000.

The Company will also acquire a one-fifth interest in the United Artists Corporation, formed for the purpose of distributing star pictures of **D. W. Griffith, Mary Pickford, Douglas Fairbanks** and **Charlie Chaplin,** each of whom owns a one-fifth interest in the United Artists Corporation.

ASSETS

Net tangible assets are over $23.00 per share for the authorized Class A Stock and net current assets over $14.00 per share, as of April 30, 1920.

In addition, the Company will carry insurance on the lives of D. W. Griffith and the principal artists and stars totaling $1,000,000, payable to the Company as beneficiary.

EARNINGS—DIVIDENDS

The gross receipts from pictures produced by the Griffith organization during the past twenty-seven months have been approximately $7,000,000 and it is estimated that on completion of their runs, gross receipts from these pictures will exceed $9,000,000 and after allowing for all expenses of production and distribution, net earnings will approximate $3,000,000.

It is estimated by the management that the net earnings of D. W. Griffith, Incorporated, for the next twelve months, after full allowance for depreciation, obsolescence and Federal taxes, will be in excess of $1,500,000, equal to over **eight times** the preferential dividend on Class A Stock.

It is the intention of the Company to pay dividends of at least $1.50 per share on the Class A Shares the first year.

Legality to be approved for the Bankers by Messrs. Cravath & Henderson and for Mr. Griffith by Messrs. Banzhaf & Pembleton. Accounts audited by Messrs. Price, Waterhouse & Co. Properties appraised by Messrs. Coats & Burchard.

We offer the above Class A Shares if, when and as issued and accepted by us, and subject to allotment.

PRICE $15.00 PER SHARE

COUNSELMAN & CO.
112 W. Adams Street,
CHICAGO, ILL.
720 First Wisconsin Natl. Bank Bldg.
MILWAUKEE, WIS.

BERTRON, GRISCOM & CO., Inc.
40 Wall Street,
NEW YORK CITY, N. Y.
Land Title Building,
PHILADELPHIA, PA.

Reder

Class A shares in any fiscal year shall receive dividends up to $1.50 per share before any dividends are paid on the Class B stock and, before any such dividends on Class B stock, a fund of $1.00 for each share of Class A stock outstanding must be set aside on or before September 1 in such fiscal year for the purchase of Class A shares if tendered within four months at not exceeding $15.00 per share.

Messrs. Counselman & Co., Chicago., Ill.
Messrs. Bertron, Griscom & Co., Inc., New York City, N. Y.

June 28, 1920.

Gentlemen:

Referring to the shares of Class A capital stock of D. W. Griffith, Incorporated, which you are acquiring for your own account, I am pleased to give you the following information regarding the Company:

ORGANIZATION AND HISTORY: D. W. Griffith, Incorporated, is being incorporated under the laws of the State of Maryland, to acquire the business heretofore operated by myself as sole owner, in the production of motion pictures. The Company will acquire the Griffith Studio and equipment at Mamaroneck, New York, on Long Island Sound, including 48½ acres of land with all buildings and equipment, which is recognized as one of the most modern and completely equipped motion picture studios in the world, together with the ownership of a large number of productions already released, productions in process and rights for future productions and existing contracts with distributing companies, stars and specialists in each branch of the industry making up the famous Griffith organization whose popularity and successful accomplishments are known throughout the world.

D. W. Griffith, Incorporated, will have a carefully chosen staff of officials of long experience in the business and will continue the creation and production of motion pictures of the highest type under the chief direction of myself (under a long time contract) assisted by other well known directors, including F. Richard Jones, who directed the famous Mabel Normand picture, "Mickey," and Elmer Clifton, director of many Dorothy Gish Paramount pictures.

The staff of artists and stars includes Dorothy Gish, Lillian Gish (in "Way Down East"), Richard Barthelmess, Robert Harron, Creighton Hale, Carol Dempster, George Neville, and others, ably supported by a large organization of assistants and understudies of demonstrated ability.

D. W. Griffith, Incorporated, also acquires an extremely valuable asset in the one-fifth interest heretofore owned by me in the United Artists Corporation, which releases star pictures, including those by Douglas Fairbanks, Mary Pickford and Charlie Chaplin, each of whom also owns a one-fifth interest. In addition to the pictures of the famous stars mentioned above, the United Artists Corporation will release under contract, some of the important productions of D. W. Griffith, Incorporated.

One of the notable productions which we are just completing is "Way Down East," taken from the famous play of that name. This picture will be released about August 15th, and I consider it the greatest photoplay produced from my studio since "The Birth of a Nation." This picture alone should, in my estimation, yield gross earnings of at least $2,000,000 to D. W. Griffith, Incorporated.

In exchange for the above described assets, I will receive the entire authorized issue of Class B Stock.

All of the proceeds received by the Company from its sale to you of Class A Stock will be used as additional working capital required by the rapidly expanding operations of the Company.

My experience in the motion picture business dates back to 1906, since which time I have produced and personally directed and supervised upwards of 200 pictures, including "The Birth of a Nation," "Hearts of the World," "Broken Blossoms," "The Greatest Love," "The Girl Who Stayed at Home," "The Idol Dancer," "The Love Flower" (about to be released through the United Artists Corporation), and many other famous productions which have been great artistic and financial successes.

During this period I have given a great deal of time and study to the technical development and perfection of the art of producing motion pictures resulting in my invention of the "close-up" and the "fade-out," and other modern devices, also the new lighting system, used in the production of "Broken Blossoms," on which I have been granted patents, and which I believe adds greatly to the artistic possibilities of projection. These patents are also to be acquired by the Company.

Among the successful artists whose early instruction and experience in motion pictures was received under my direction are included Directors Mack Sennett, George Loan Tucker, Marshall Neilan, the Franklin Brothers, George and Roul Walsh, John Emerson, Anita Loos, and others, and such famous stars as Mary Pickford, Douglas Fairbanks, Norma Talmadge, Constance Talmadge, Mae Marsh, Bessie Love, Blanch Sweet, Mildred Harris Chaplin, Pauline Starke, Eric Von Stroheim, Sena Owen, Miriam Cooper, Henry B. Walthall, Wallace Reid, Gladys Brockwell, and many others.

CAPITALIZATION: The authorized capitalization of the Company is as follows:

Class A shares of no par value	125,000 shares
Class B shares of no par value	375,000 shares

The Company has no funded debt.

PREFERENCES: ~~Class A shares shall first receive dividends up to $1.50 per share out of net earnings in any fiscal year and a fund of $1.00 for each share of Class A stock outstanding is then required to be set aside on or before September 1 in such fiscal year for the purchase of Class A shares if tendered within four months at not exceeding $15.00 per share before any dividends are paid on the Class B stock in such year~~. After the Class B shares have then received $1.50 per share, further dividends for that year shall be distributed share and share alike to both classes of stock. The respective preferential dividends of $1.50 per share on the Class A stock and the Class B stock are non-cumulative.

Class A shares shall have priority as to assets up to $25.00 per share in case of voluntary liquidation and up to $20.00 per share in case of involuntary liquidation. Then Class B shares shall receive the same amount per share after which all further amounts shall be distributed share and share alike to both classes of stock. Consent of a majority of Class A shares is required for voluntary liquidation.

RESTRICTIONS: The Company has no funded debt and shall not create or assume any mortgage or lien upon its property (except purchase money mortgages), nor create or assume any debt running longer than one year, without the consent of the holders of a majority of the Class A stock. The Company shall not, without like consent, create or issue any additional stock on a parity with or prior to Class A shares.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

DIVIDENDS: It is the intention of the Company to pay dividends of at least $1.50 per share per annum on Class A stock commencing with the first semi-annual dividend on or about January 1, 1921.

ASSETS: As shown by the audit of Messrs. Price, Waterhouse & Co., and the appraisal of Messrs. Coats & Burchard, and after giving effect to the contemplated sale of 125,000 shares of Class A stock, the net assets to be acquired by the Company as of April 30, 1920, were as follows:

Fixed Assets:		
Real Estate, Buildings, Equipment, etc.	$1,470,600	
Less Purchase Money Contract	320,000	
Net fixed assets		$1,150,600.00
Net Current Assets:		
Cash and Liquid Assets and Inventories		1,793,453.62
Intangible Assets:		
Equities in films released	$350,000	
Star Contracts and Film Equities	250,000	
Goodwill	250,000	
		850,000.00
Total net assets		$3,794,053.62

The above statement shows net worth, **exclusive** of good will and other intangibles, equal to over $23.00 and net current assets equal to over $14.00 per share of Class A stock.

In addition, the Company will carry insurance to the amount of $1,000,000 on the lives of myself and important principals and stars, all of which shall be payable to the Company as beneficiary.

EARNINGS: The gross returns from the pictures produced by the Griffith organization in the past twenty-seven months, since the establishment of my own business, have been in excess of $7,000,000, and it is estimated that on the completion of their present runs, these pictures will yield gross returns in excess of $9,000,000.

After allowing for all expenses of production and distribution the net earnings of these pictures produced in twenty-seven months' time will be approximately $3,000,000.

As a result of the present financing D. W. Griffith, Inc., will be financially independent in the production and distribution of its pictures and will thereby be enabled to save a large proportion of the profits which I have been heretofore obliged to pay for the assistance of outside agencies.

After full allowance for expenses, depreciation, obsolescence and Federal taxes, the net earnings of the Company for the next twelve months will, in my estimation, be in excess of $1,500,000, equal to more than eight times the preferential dividend on the Class A shares.

BOARD OF DIRECTORS:

I have arranged that the following shall become directors of the Company:

D. W. Griffith	President
Albert L. Grey	General Manager
J. C. Epping	Business Manager
Albert H. T. Banzhaf	General Counsel
Charles Counselman	Counselman & Co.
Lee Benoist	Bertron, Griscom & Co., Inc.

THE INDUSTRY: Practically the entire development of the motion picture industry has taken place in the last twenty years, in which time it has grown to be the fifth largest single industry in America. Over $800,000,000 was spent in the United States in 1919 to view motion pictures. Indications are that the gross receipts of picture theatres in 1920 will reach $1,000,000,000.

Approximately 11,000,000 persons per day attend motion picture theatres in the United States, and the total number of people who patronize these theatres is estimated at 50,000,000. At the present time there are 18,000 motion picture theatres in America, of which 15,000 show pictures every day, and there are 1,200 additional being built this year. The motion picture has become a source of education as well as entertainment. The attendance at motion picture theatres has grown steadily, unaffected by conditions. Expenditures for this purpose is one of the last items to be cut from the family budget in times of financial stringency. This fact is demonstrated by the record of continued growth even during the most critical period of the War.

The opportunities for the extension and expansion of the operations of D. W. Griffith, Incorporated, are practically unlimited, and the business is being incorporated in order to take full advantage of these opportunities, on a basis which will yield the greatest amount of profit to the Company.

The fact that in payment for my interest in the business, I am accepting Class B stock, on which no profits or dividends can be paid until after dividends have been paid on Class A stock, is evidence of my faith in the continued success of the Company's operations.

It is my opinion that the Class A shares of the Company afford a most attractive investment opportunity.

Very truly yours,

D. W. GRIFFITH

617 Orange Grove

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVED AT SV 2 Rector Street NY

June 30

A Banghaaf

Your Nite letter of 29th. to Aitken % Triangle Office 86 goldengate Ave San.francisco Cal is undelivered, party gone east, claims was Mgr of Triangle Film but left there 3 years ago

W U Tele Co

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

1928

Birthgaff

30 PM 8 7

RECEIVED AT [redacted] ST.N.Y.

1920 JUN 30 PM 8 09

Way Down E.

1920 JUN 31 AM 12 28

1450 BROADWAY,N.Y.
BRYANT 4423

M577CH 33 COLLECT NITE

SANFRANCISCO CALIF 30

ALBERT BANZHAF 055

LONGACRE BLDG NEWYORK NY CARE D W GRIFFITH PRODUCTIONS

WIRE JUST RECEIVED TELL MR GRIFFITH I AM QUITE WILLING THAT WE RUN BIRTH OF NATION TWO WEEKS BEFORE HIS PICTURE AT THE FORTY FOUR STREET THEATRE KIND REGARDS TO YOU BOTH

H E AITKEN.

132

Certificate of Incorporation

OF

D. W. GRIFFITH, INCORPORATED.

ORGANIZED UNDER THE LAWS OF
THE STATE OF MARYLAND.

FILED JUNE 30, 1920.

CERTIFICATE OF INCORPORATION

of

D. W. GRIFFITH, INCORPORATED.

THIS IS TO CERTIFY:

A. That we, the subscribers, EDMUND S. HAWLEY, whose post-office address is No. 37 Wall Street, New York, N. Y., FERDINAND H. BUTEHORN, whose post-office address is No. 37 Wall Street, New York, N. Y., and GEORGE F. JEBBETT, whose post-office address is No. 37 Wall Street, New York, N. Y., all being of full legal age, do, under and by virtue of the General Laws of the State of Maryland, authorizing the formation of corporations, associate ourselves with the intention of forming a corporation.

B. That the name of the proposed corporation (which is hereinafter called the Corporation) is D. W. GRIFFITH, INCORPORATED.

C. That the purposes for which the Corporation is formed and the business or objects to be carried on and promoted by it are as follows:

To purchase, own, produce, distribute and present, and to license others to produce and present motion pictures, theatrical plays and operas, and to acquire and hold, sell, assign and transfer copyrights and uncopyrighted stories, articles, books, scenarios, plays and operas.

To build, purchase, own, operate, manage and sell theatres, music halls and places of amusement in general; to let the same and to conduct in respect to the same a general amusement business in all its branches.

To carry on the business of theatrical proprietors, music hall proprietors, entertainers for public entertain-

ments, concerts, vaudeville and public exhibitions and other variety entertainments, and to provide, engage and employ actors, dancers, singers, athletic and musical artists; and to produce and present to the public all sorts of shows, motion pictures, exhibitions and amusements which are or may be produced at a theatre or music hall, and to acquire copyrights, rights of presentation, licenses and privileges of any sort likely to be conducive to the objects of the corporation, and to employ persons to write, compose and present plays, songs and music, and to remunerate such persons, and to print and publish, or cause to be printed or published any play, poem, song, or words which the Corporation may have the right to publish, and to sell, distribute or deal in any matter so printed as the Corporation may see fit, and to grant licenses in respect to any property of the Corporation to any other person, firm or corporation.

To manufacture, purchase, sell, import, export, distribute, rent, lease, repair and operate motion picture films, motion picture cameras and motion picture projecting machines and apparatus, lantern slides, and apparatus and devices of every kind that may be necessary or incidental to the foregoing business or in connection with the production upon the theatrical stage of motion picture exhibitions and the giving of vaudeville performances in conjunction therewith.

To carry on a general advertising business in all its branches both as principal and agent; to carry on the business of printers, stationers, book sellers, publishers, and in general to undertake and transact an agency business within the limitations imposed by the General Corporation Law.

To buy, sell, and deal in tickets for theatres, music halls and all places of amusement or entertainment.

To buy, sell, import and export, deal in and with goods, wares and merchandise of every kind, necessary or useful in connection with the purposes of the Corporation.

To purchase, lease, erect or otherwise acquire, exchange, sell, let or otherwise dispose of, own, maintain, develop and improve any and all properties, real or personal, plants, depots, factories, warehouses, stores, buildings, or other places useful in connection with the business of the Corporation.

To apply for, obtain, purchase or otherwise acquire any and all patents, patent rights, copyrights, licenses and privileges, inventions, improvements and processes, trade marks, trade names, labels, designs and brands relating to or useful in connection with any business of the Corporation, and to use, exercise, develop, grant licenses in respect of, sell, traffic in and exchange the same.

To subscribe to, purchase and acquire, hold, own, invest in, assign, pledge or otherwise dispose of, or deal in the stocks, bonds and other securities and obligations of any other corporation, domestic or foreign, and issue in exchange therefor its stocks, bonds or other obligations, and, while the owner of any such stock, bonds or other obligations, to possess and to exercise in respect thereof all the rights, powers, and privileges of individual owners or holders thereof, and to exercise any and all voting powers thereon.

To aid in any manner any corporation or association any stocks, bonds or other securities or obligations of which are held by or for this Corporation, or in which, or in the welfare of which, this Corporation shall have any interest, and to do any acts or things designed to protect, preserve, improve or enhance the value of any such shares of stock, bonds, or other securities or obligations, or any other property of this Corporation.

To guarantee the payment of dividends upon capital stock of, or the performance of any contract by, any other corporation or association in which this Corporation has an interest and to endorse or otherwise to guarantee the

payment of the principal and interest, or either, of any bonds or other securities or obligations created or issued by any such other corporation or association.

To the extent permitted by law, to acquire the good will, rights, property and assets and to undertake the whole or any part of the indebtedness and liabilities of any person, firm, association or corporation engaged in a similar business, or any portion thereof, and to pay for the same in cash, stock and/or obligations of this Corporation or otherwise.

To borrow money for the purposes of the Corporation and to issue bonds, notes and other obligations, and to secure the same by pledge or mortgage of the whole or any part of the property of the Corporation, either real or personal, or to issue bonds, notes, debentures or other obligations without any such security, and to sell or pledge such bonds, notes or other obligations, whether secured or unsecured, for its proper corporate purposes.

Except as herein otherwise specifically provided, to carry out all or any part of the aforesaid purposes and to conduct its business in any or all of its branches in any or all states, territories, districts, colonies and dependencies of the United States of America and in foreign countries; and to acquire (by purchase, exchange, lease, hire or otherwise), own, hold, develop, operate, sell, assign, transfer, exchange, mortgage, pledge, or otherwise dispose of or turn to account and convey, real and personal property, and rights and privileges therein and to maintain offices and agencies, in any or all territories, districts, colonies or dependencies of the United States of America and in foreign countries.

It is the intention that the objects and purposes specified in the foregoing clauses of this Article C, shall not, unless otherwise specified herein, be in any wise limited or restricted by reference to, or inference from, the terms

of any other clause of this Article; but the objects and purposes specified in each of the clauses in this Article shall be regarded as independent objects and purposes.

It is also the intention that said clauses be construed both as purposes and as powers, and, generally, that the Corporation shall be authorized to exercise and enjoy all the powers, rights and privileges, granted to, or conferred upon, corporations of this character, by the laws of the State of Maryland, and the enumeration of certain powers as herein specified is not intended as exclusive of, or as a waiver of, any of the powers, rights or privileges granted or conferred by the laws of said State now or hereafter in force; provided, however, that the Corporation shall not have the power to carry on, and is hereby prohibited from carrying on, the business of erecting, maintaining and/or operating property, lines and/or work and/or transacting any other business whatsoever within the State of Maryland, the construction, maintenance and operation and/or transaction of which would disentitle it to be classified as an ordinary business corporation under the laws of the State of Maryland; nor shall it carry on in any state, territory, district or country any business, or exercise any powers, which a corporation organized under the laws of said state, territory, district or country could not carry on or exercise, except to the extent permitted or authorized upon the laws of said state, territory, district or country.

D. That the postoffice address of the place at which the principal office of the Corporation in this State will be located is No. 101 East Fayette Street, Baltimore, Maryland. The resident agent of the Corporation is J. Bannister Hall, Jr., whose post office address is No. 101 East Fayette Street, Baltimore, Maryland. Said resident agent is a citizen of the State of Maryland, actually residing therein.

E. That the total amount of the authorized capital stock of the Corporation is five hundred thousand (500,000) shares without nominal or par value, of which one hundred and twenty-five thousand (125,000) shares are Class A stock, and three hundred and seventy-five thousand (375,000) shares are Class B stock.

The following is a description of each class of stock with the preferences, voting powers, restrictions and qualifications thereof:

I. Out of the surplus or net profits arising from the business of the Corporation the holders of Class A stock shall be entitled in each fiscal year of the Corporation to receive dividends at the rate of $1.50 per share per annum, payable quarterly, semi-annually or annually and on such dates as the Board of Directors may determine, before any dividends shall be paid or declared or set apart for payment upon the Class B stock in such fiscal year; but such dividends shall not be cumulative.

II. Out of any surplus or net profits arising from the business of the Corporation remaining after full dividends as aforesaid on the Class A stock shall have been paid or set aside, and after or concurrently with the making payment of or provision for full dividends on the Class A stock for the current fiscal year, the Corporation may on or before September 1 of each fiscal year, commencing September 1, 1921, set aside an amount equal to $1.00 for each share of Class A stock at the time outstanding, as a fund for the purchase of Class A stock; and said amount shall be so set aside in any fiscal year before any dividends shall be paid or declared or set aside for payment upon the Class B stock in such fiscal year; but this obligation shall not be cumulative. All sums so set aside shall be applied by the Corporation to the pur-

chase of Class A stock at not exceeding $15.00 per share if and to the extent that such stock is tendered to it at not exceeding such price within four months after such setting aside; and to the extent that the sum so set aside is not within said period of four months exhausted by the purchase of stock tendered as aforesaid, the balance of such sum remaining at the expiration of said period shall no longer be required to be set aside but shall revert to the general treasury of the Corporation.

III. Out of any surplus or net profits arising from the business of the Corporation remaining after full dividends as aforesaid on the Class A stock shall have been paid or set aside, and after or concurrently with the making payment of or provision for full dividends on the Class A stock for the current fiscal year, and after the Corporation shall have set aside in such fiscal year the fund of $1.00 a share for the purchase of Class A stock provided for in the foregoing paragraph II, dividends may be paid or declared and set aside for payment in such fiscal year upon the Class B stock to the exclusion of the holders of Class A stock, up to but not exceeding dividends at the rate of $1.50 per share per annum; but such dividends shall not be cumulative.

IV. Out of any surplus or net profits arising from the business of the Corporation remaining after the payment of dividends upon both the Class A stock and the Class B stock of $1.50 per share in any fiscal year, and after the Corporation shall have set aside in such fiscal year the fund of $1.00 a share for the purchase of Class A stock provided for in the foregoing paragraph II, and after making such provision, if any, as the Board of Directors of the Corporation may deem necessary for working capital, dividends may be paid or declared and set aside for payment in such fiscal year upon the Class A and Class B stock share and share alike.

V. In the event of any liquidation, dissolution or winding up of the Corporation, the holders of Class A stock shall be entitled to receive, if such liquidation, dissolution or winding up be involuntary an amount equal to $20.00 per share, or if such liquidation, dissolution or winding up be voluntary an amount equal to $25.00 per share, for every share of their holdings of Class A stock, before any distribution of the assets shall be made to the holders of Class B stock. If upon any such liquidation, dissolution or winding up the assets thus distributable among the holders of Class A stock shall be insufficient to permit the payment to the holders of Class A stock of the amounts aforesaid, then the entire assets of the Corporation to be distributed shall be distributed ratably among the holders of the Class A stock.

After amounts as aforesaid shall have been paid to, or set aside for, the holders of Class A stock, the holders of Class B stock shall be entitled to receive out of the remaining assets, if such liquidation, dissolution or winding up be involuntary an amount equal to $20.00 per share, or if such liquidation, dissolution or winding up be voluntary an amount equal to $25.00 per share, for every share of their holdings of Class B stock. If said remaining assets shall be insufficient to permit the payment to the holders of Class B stock of the amounts aforesaid, then the entire amount of said remaining assets shall be distributed ratably among the holders of the Class B stock.

Any assets remaining after the holders of both Class A stock and Class B stock shall have received the amounts aforesaid, shall be distributed ratably among the holders of the Class A and Class B stocks share and share alike, without any preference, priority or distinction between said classes.

VI. Without the affirmative vote or written consent of the holders of a majority of the Class A stock at the time outstanding, the Corporation shall not:

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM

(1) dispose (by sale, consolidation, merger, lease or otherwise) of the property and business of the Corporation substantially in their entirety; provided, however, that the sale of films in usual practice of the business shall not be deemed to be limited hereby;

(2) voluntarily liquidate or dissolve or wind up;

(3) create or assume any mortgage or other lien to secure an issue of bonds or otherwise, other than purchase money mortgages or liens;

(4) create any shares of stock having priority over or on a parity with the Class A stock or increase the authorized Class A stock, or

(5) create or issue or assume or guarantee any bonds, notes or other evidences of indebtedness maturing later than one year from the date of issue.

VII. The Corporation shall at all times during the employment by it of Mr. D. W. Griffith carry and maintain insurance in the amount of $500,000 upon his life and against his total disability, payable to it, if obtainable, and shall at all times, unless the holders of two-thirds in amount of Class A stock at the time outstanding shall otherwise consent in writing, carry insurance on its other principals and stars payable to it in the amount of $500,000, if obtainable. Any proceeds of any such insurance on the life or against the total disability of said D. W. Griffith shall forthwith upon collection be separately deposited in a bank or trust company in New York City and all amounts so deposited shall, for a period of six months after such deposit, be applied by the Corporation to the purchase of shares of the Class A stock if and to the extent that such shares shall be tendered to it at a price not exceeding $15.00 per share; and to the extent that any amount so

deposited shall not be exhausted by the purchase of stock so tendered within said period of six months from its deposit, the balance of such amount shall upon the expiration of said period immediately revert to the general treasury of the Corporation. Any proceeds of any insurance carried by the Corporation upon other principals and stars shall be paid into the general treasury of the Corporation without restriction as to its use.

VIII. Within one week after any moneys shall be set aside for the purchase of Class A stock under the provisions of either the foregoing paragraph II or the foregoing paragraph VII, the Corporation shall, by letter sent by registered mail addressed to them at their last address of record with the Corporation, notify the holders of the Class A stock of the amount so set aside and solicit tenders of Class A stock within the period by such paragraph prescribed for the application of such moneys to the purchase of Class A stock.

F. That the Corporation shall have six directors, and the following shall act as such until the first annual meeting or until their successors are duly chosen and qualified:

J. C. EPPING, New York, N. Y.
ALBERT L. GREY, New York, N. Y.
F. W. JONES, New York, N. Y.
R. E. LONG, New York, N. Y.
J. A. MANNING, New York, N. Y.
JOHN POWERS, New York, N. Y.

G. That the following provisions are hereby adopted for the purpose of defining, limiting and regulating the powers of the Corporation and of the directors and stockholders:

1. The by-laws of the Corporation may fix the number of directors and may prescribe the number necessary to constitute a quorum thereof, and from time to time the number may be increased or decreased, provided that in no case shall the number of directors be less than three. Unless otherwise provided by the by-laws of the Corporation, the directors of the Corporation need not be stockholders therein.

2. The Board of Directors, if authorized by the stockholders or by the by-laws, by resolution passed by a majority of the whole Board, may designate two or more of their number to constitute an Executive Committee, which committee shall for the time being, as provided in said resolution or the by-laws, have and exercise any or all the powers of the Board of Directors which may be lawfully delegated in the management of the business and affairs of the Corporation, and shall have power to authorize the seal of the Corporation to be affixed to all papers which may require it.

3. The Corporation may in its by-laws make any other provisions or requirements for the management and conduct of the business of the Corporation, provided the same be not inconsistent with the provisions of this certificate or contrary to the laws of the State of Maryland or the United States.

4. Any officer elected or appointed by the Board of Directors or by the Executive Committee or by the stockholders or any member of the Executive Committee or any other standing committee or any director of the Corporation may be removed at any time, with or without cause, in such manner as shall be provided in the by-laws of the Corporation.

5. The Corporation in its by-laws or by resolution of its stockholders or directors shall have the right to prescribe reasonable rules and regulations, subject to which the right to inspect the books and accounts of the Corporation may be exercised by the stockholders conformably with the laws of the State of Maryland.

6. The Board of Directors of the Corporation is hereby empowered to authorize the issuance from time to time of shares of its stock without par value of any class for such considerations as said Board of Directors may deem advisable, subject to such limitations and restrictions, if any, as may be set forth in the by-laws of the Corporation.

7. The Corporation may in any fiscal year purchase shares of its Class A stock in accordance with the provisions of paragraph II or paragraph VII of Article E of this Certificate of Incorporation, or out of any surplus or net profits arising from the business of the Corporation remaining after full dividends on the Class A stock for such fiscal year shall have been paid or set aside as provided in paragraph I of said Article and after the Corporation shall have set aside the amount required by paragraph II of said Article to be set aside in such fiscal year in respect of the number of shares of Class A stock at the time outstanding, and in neither case shall the vote or consent of any of the stockholders be required. Stock purchased as provided in said paragraph II or paragraph VII shall not be resold or otherwise reissued; stock otherwise purchased or acquired out of surplus or net profits may be held or disposed of in the discretion of the Board of Directors.

IN WITNESS WHEREOF we have signed this Certificate of Incorporation on June 29, 1920.

WITNESS:

ALLAN E. MOORE { as to EDMUND S. HAWLEY
as to FERDINAND H. BUTEHORN
as to GEORGE F. JEBBETT.

STATE OF NEW YORK,
COUNTY OF NEW YORK, } To Wit:

THIS IS TO CERTIFY that on June 29, 1920, before me, the subscriber, a Notary Public of the State of New York, in and for the County of New York, personally appeared EDMUND S. HAWLEY, FERDINAND H. BUTEHORN and GEORGE F. JEBBETT, and severally acknowledged the foregoing certificate of incorporation to be their acts.

WITNESS my hand and Notarial Seal, the day and year last above written.

ALLEN E. MOORE,
Notary Public.

Notary Public, New York County No. 381
Certificate filed Kings County No. 87
Register's Nos. New York County 1434
Kings County 1198
Certificate filed in Dutchess County
My commission expires March 30, 1921

[NOTARIAL SEAL]

Charter of "D. W. GRIFFITH, INCORPORATED." Approved as in conformity with law and received for record by the State Tax Commission on the 30th day of June, 1920, 2:30 P. M. and recorded in Liber No. Folio , one of the Charter Records of the Commission.

OSCAR LESER,
J. ENOS RAY,
Commissioners.

STATE OF MARYLAND:

IN TESTIMONY that the aforegoing is a true copy of the Charter of "D. W. GRIFFITH, INCORPORATED," taken from one of the records of the State Tax Commission of Maryland, I have, at Baltimore, in the State of Maryland, this 30th day of June, 1920, set my hand and caused the seal of the State Tax Commission of Maryland to be hereto affixed.

CHARLES C. WALLACE,
Secretary.

[SEAL OF COMMISSION]

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

STATE TAX COMMISSION OF MARYLAND

CERTIFICATION

IT IS HEREBY CERTIFIED THAT

"D. W. GRIFFITH, INCORPORATED"

having filed in the office of the State Tax Commission of Maryland on the 30th day of June, 1920, its certificate of incorporation, and having paid prior thereto the bonus tax and all fees required by law, its said certificate or articles of incorporation were approved by the State Tax Commission of Maryland as in conformity with law, the incorporators thereof, their successors and assigns, to be, according to the purposes, conditions and provisions of said certificate of incorporation, a body corporate of the State of Maryland, by the name above stated.

Authorized Capital One hundred twenty-five thousand (125,000) shares Class A stock, without nominal or par value, and Three hundred seventy-five thousand (375,000) shares Class B stock, without nominal or par value.

IN WITNESS WHEREOF, I have, at Baltimore, in the State of Maryland, set my hand and caused the seal of the State Tax Commission of Maryland to be hereto affixed.

CHARLES C. WALLACE,
Secretary.

[SEAL OF COMMISSION]

I, ALBERT H.T. BANZHAF, do hereby certify that I am the Secretary of D.W.GRIFFITH, INCORPORATED, a Maryland Corporation, and that the foregoing is a true, correct and complete copy of a copy of the Certificate of Incorporation of said corporation certified by the Secretary of the State Tax Commission of Maryland and of the Certification by said commission, on file among the records of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Corporation this 8th day of July, 1920.

Albert H T Banzhaf

Secretary.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Romance

United Artists Corporation
802 Knickerbocker Bldg.
643 So. Olive Street
Los Angeles, Cal.

June 30th, 1920

Albert H.T.Banzhof-Pemberton
2 Rector St.
New York City

Dear Mr. Banzhof:-

We have yours of the 24th and already knew that "ROMANCE" was not to be advertised as D.W.Griffith's production.

We also note that all advertising should read "DORIS KEANE IN ROMANCE" and not "ROMANCE FEATURING DORIS KEANE."

We thank you for your complimentary remarks on our work in booking "BROKEN BLOSSOMS" and are looking forward with great pleasure to Mr. Griffith's forth coming production, "WAY DOWN EAST."

Thanking you for your letter, we are

Very truly yours,
UNITED ARTISTS CORP.

W.S.Rand
Sales Manager.

WSR/IM

Romance

United Artists Corporation

~~922 Oak Street~~

Kansas City, Mo.

NEW ADDRESS
FILM EXCHANGE BUILDING
17TH AND MAIN STREET

June 30th, 1920.

Mr. Albert H. T. Banzhaf,
c/o Banzhaf & Pembleton,
2 Rector Street,
New York City.

Dear Mr. Banzhaf:

As far as this office is concerned, all reference to "Romance" has been handled exactly as outlined in your letter of June 24th. We received instructions from the home office regarding same.

Thanks for your kind expressions embodied in your letter, and you may be sure that we will continue our best efforts in behalf of "Broken Blossoms".

Sincerely yours,

H. D. Buckley.

Sales Manager.
UNITED ARTISTS CORPORATION

HDB/e

The Travelers Insurance Company

L. F. Butler, President

Hartford, Connecticut

LIFE AND ACCIDENT DEPARTMENTS
E. F. HOLMES, Manager
W. S. WARNER
F. G. CONKLIN
H. J. WILLIAMS
H. W. MacCONNELL
} Assistant Managers

J. G. BATTERSON, Resident Director
METROPOLITAN BRANCH OFFICE
76 WILLIAM STREET

PHONE 5400 JOHN

New York City June 30, 1920.

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York City.

Dear Sir;

Beg to acknowledge receipt of your favor of the 28th instant, enclosing assignment of policy #361365 on the life of David W.Griffith,which I am forwarding to the Home Office for their files and acknowledgment.

I am also requesting the Company to advise me as to whether or not they have received Mr.Griffith's check for the premium due.

Yours very truly,

H. J. Williams

Assistant Manager.

HJW:HK

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
J.Y.G.WALKER H.M.POPHAM
J.V.B.THAYER C.R.BERRIEN
F.J.FULLER F.B.SMIDT
F.J.LEARY B.A.MORTON
M.FERGUSON, VICE-PREST. & SECY.
H.M.MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

W. D. 2

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

June 30, 1920

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City, N. Y.

Dear Mr. Banzhaf:-

Please be advised that we are awaiting the receipt from Mr. Griffith of assignment of the life insurance which was part of the arrangement for the loan made to D.W.G.Corporation, and also fire insurance covering the negatives which constitute part of our collateral.

We would like to have you send for execution by us and return to you the copy of the loan agreement which you have.

Very truly yours,

C R Berrien

Vice President.

CRB/MH
Banking.

MEMORANDUM OF AGREEMENT made and entered into this 30th day of June, A.D. 1920, by and between

WILLIAM G. McADOO of the City, County and State of New York, hereinafter designated as "Mr. McAdoo", party of the first part;

DAVID W. GRIFFITH of Mamaroneck, New York, hereinafter designated as "Mr. Griffith", party of the second part;

CHARLES CHAPLIN of Los Angeles, State of California, hereinafter designated as "Mr. Chaplin", party of the third part;

GLADYS MARY FAIRBANKS of Los Angeles, State of California (known theatrically as Mary Pickford), hereinafter designated as "Miss Pickford", party of the fourth part;

DOUGLAS FAIRBANKS of Los Angeles, State of California, hereinafter designated as "Mr. Fairbanks", party of the fifth part, and

UNITED ARTISTS CORPORATION, a Delaware corporation, having its principal place of business in the City, County and State of New York, hereinafter designated as "Corporation", party of the sixth part:

WHEREAS, the parties hereto on or about November 15, 1919, entered into an oral agreement for the acquisition of the motion picture rights of a dramatic composition known as "ROMANCE", and for the production

and distribution of a motion picture to be made therefrom whereby Mr. McAdoo was to acquire an interest in and to said motion picture and motion picture rights in consideration for which he assumed certain obligations and liabilities with respect to the payment of a certain proportion of the cost of acquisition and production of same and executed and delivered to the United Artists Corporation his promissory note for Seventy thousand dollars ($70,000) to be held and used by said corporation as collateral security for a loan to be made by it to obtain funds with which to pay the cost of acquiring and producing said motion picture and motion picture rights; and

WHEREAS, Mr. McAdoo is about to dispose of his stock interest in said United Artists Corporation and desires to dispose of his interest in said "Romance" motion picture and motion picture rights and be released of all liabilities and obligations with respect thereto, and said Corporation desires to acquire said rights and assume all liabilities and obligations of every kind, nature and description assumed or incurred by Mr. McAdoo in connection with his acquisition thereof, and the parties of the second, third, fourth, fifth and sixth part are willing to release Mr. McAdoo from any and all liabilities and obligations of every kind, nature and description assumed and incurred by him as aforesaid;

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, and the further consideration of the sum of one dollar each to the other in hand paid, the receipt whereof is hereby acknowledged, it is agreed by and between the parties hereto as follows:

FIRST: Assignment. Mr. McAdoo does hereby transfer, set over and assign and by these presents has transferred, set over and assigned to United Artists Corporation all his right, title and interest in and to the motion picture rights of the dramatic composition "Romance" and the motion picture produced therefrom. United Artists Corporation agrees to assume and hereby assumes all the liabilities and obligations of every kind, nature and description assumed or incurred by Mr. McAdoo in connection with his acquiring an interest in the "Romance" motion picture and motion picture rights.

SECOND: Release. The parties of the second, third, fourth, fifth and sixth part, in consideration of the aforesaid assignment by Mr. McAdoo and aforesaid assumption of the liabilities and obligations of Mr. McAdoo by United Artists Corporation, hereby release Mr. McAdoo from all and every liability and obligation of every kind, nature and description assumed or incurred

by him in connection with his acquiring an interest in aforesaid "Romance" motion picture and motion picture rights, and jointly and severally agree to hold him harmless from any and all liability hereinbefore assumed by the party of the sixth part, and agree that the party of the sixth part shall cancel and return to Mr. McAdoo his promissory note for Seventy thousand dollars ($70,000), and agree to procure the consent of the Central Union Trust Company of New York to the cancellation and return of said note and to the release by said party of the sixth part of Mr. McAdoo as herein set forth.

THIRD: Effect. This agreement shall be binding upon all the parties executing the same, their respective legal representatives, successors and/or assigns, irrespective of its execution by all of the parties herein named.

IN WITNESS WHEREOF the parties hereto have signed and sealed this instrument the day and year first above written.

William G. McAdoo L.S.

D. W. Griffith L.S.

Lady Ivor Spencer Churchill L.S.

Douglas Fairbanks L.S.

Edward Knoblock L.S.

UNITED ARTISTS CORPORATION,

Attest:

By

President.

D. W. GRIFFITH LABORATORY.
Mamaroneck, New York.

June 30th 1922.

REPORT OF PRINTING ROOM OPERATIONS..

Positive Stock

May 27th 1922	Stock on hand - - -	Eastman	5870		
		Belgian	1540		
		Agfa	12307	19717	
	Received from vault - - - -	Eastman	132000		
		Belgian	170400		
		Agfa	389641	692041	711758

Used during June

Releases	Eastman	Belgian	Agfa	Total	
Orphans of Storm		71303	229738	311041	
Way Down East		64481	56063	120544	
Fall Of Babylon			20343	20343	
Mother & The Law			14872	14872	
Greatest Question			38	38	
The Love Flower			36	36	
Romance			32	32	
Jack Pickford Prod.	7280			7280	
	7280	135784	331122	474186	
Picture U-4	121505			121505	
Total disbursements	128785	135784	331122	595691	595691
Returned to vault		11975			11975

June 30th 1922	Balance on hand - - - - - -	Eastman	9085	
		Belgian	24181	
		Agfa	70826	104092

Negative stock

May 27th 1922	Amount on hand ------	215	
	Rec'd from vault	90	305
	Used on Orphans Experimental - - - - - - - - - - - -		90
June 30th 1922	balance on hand -		215

HEAD OFFICE: 54 WILLIAM STREET, NEW YORK
ALSO AT
CHICAGO,
PHILADELPHIA,
BOSTON,
ST. LOUIS,
PITTSBURGH,
MILWAUKEE,
DETROIT,
SAN FRANCISCO,
LOS ANGELES,
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MONTREAL,
TORONTO,
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RIO DE JANEIRO,
VALPARAISO,

CAIRO,
ALEXANDRIA,

PRICE, WATERHOUSE & Co.

(UPTOWN OFFICE) 6 WEST 48TH STREET,

MANAGER
W. B. REYNOLDS

g griffith tax

NEW YORK, June 30, 1920.

107

D. W. Griffith, Esq.,
Orienta Point,
Mamaroneck, N. Y.

Dear Sir:

We are enclosing capital stock tax returns (to be filed July 31, 1920) and New York State franchise tax returns (to be filed June 30,1920) of the following:

Wark Producing Co.
F4 Corporation

These returns have been compiled by us from the Federal tax returns, of December 31, 1919, trial balances of the books (without audit), and other information supplied by Mr. Epping.

We are also enclosing New York State income tax return for Mr. D. W. Griffith which was prepared by us from the results as shown on the Studio books and other information supplied by Mr. Epping.

The seggregation of the income as between New York State and outside was obtained from information supplied by Famous Players-Lasky Corp. and from information supplied by records kept by Mr. Epping. The relative costs were prorated, as between New York and outside, at the same ratios that the income was received. This basis does not conform to that laid down by the State, but we are of the opinion that the basis used is a proper one. This return, accompanied by a cheque for the total tax called for should be filed June 30, 1920.

Yours very truly,

Price Waterhouse & Co.

Enclosures:
Form 707 (4 copies)
Form 3 IT(4 copies)
Form 203 (2 copies)

June 30-20.

Memorandum by Mr. Jones for re-writing

THE GHOST IN THE GARRET

Dorothy comes from the city as in present description.

Retain the idea of switching the necklaces, but cut out the dance altogether.

Instead of going to her own home, Dorothy goes to a house inhabited by crooks - the head of the gang being the dishonest secretary.

She is ransacking the house for the stolen necklac , when the crooks come home. She takes refuge in the garret.

In some way, you must bring in the parrot, which she either carries, or which flies to her, as the crooks find out somebody is in the house and are hunting for her.

As they come up to the girl, the parrot gives them a scare and Dorothy gets over the ghost stuff. (Mr.Jones wants to have this ghost incident very much elaborated, and made in a big climax)

He also wants the dog planted very much harder.

Dorothy gets the jewels, but cannot get out of the house, being practically besieged. She sends a message to the boy in jaol by the dog.

The jaol is a little one room country affair; the dog leaps up through the high window. The boy reads the message, but cannot get out of jaol.

The village constable visits the jaol with the boy's dinner. The dog suddenly attacks the constable, who drops the tray with the dishes and runs, leaving the dog. Boy escapes to Girl's rescue.

Mr. Jones wishes to use practically the same situation as the climax of "Mickey", viz: the crooks finally locate the girl and penetrate her disguise.

In order to escape the lascivious head villain, she crawls out on to the roof. He crawls out after her. She gets down to the very edge, hanging to the cornice by her finger tips.

When the Boy rushes up, he and the villain have a great fight, and he saves the girl from dropping to the cliffs below by some sensation device, which is to be figured out.

H.C.C.

THE GHOST IN THE GARRET

Delsie O'dell, a poor orphan, runs away from the heartless woman for whom she works and, accompanied by her parrot and bull pup, visits her rich Uncle and his wife -- to whom she is spectacularly introduced by the dog 'Violet'.

S he is accepted with misgivings by Auntie, and when Delsie's bull pup gives chase to the poodle of the aristocratic society woman who has condescended to come to Auntie's tea and frightening the guests into climbing the furniture, Oscar, aunty's social secretary, is called to the rescue and Delsie and her dog are hastily rushed off the scene.

Uncle refuses Aunty's demand that he send his niece away, but exacts a promise of Delsie that she will try to be more like her Aunt.

Bill Clark, Uncle's secretary, is attracted to Delsie and takes her to see a 'haunted house' in the neighborhood. To him Delsie confides her troubles and tells him of her life after she lost her father and mother. Bill invites her to a dance and, for the occasion, loans her a string of pearls which he had made for college theatricals and which are an (exact) imitation of her Aunt's heirloom, a very costly string.
(paste)

Oscar mysteriously sneaking round the hall sees Delsie stealing out to the dance. When she has gone, he goes upstairs to Auntie's room, opens her safe and steals the pearls. Uncle hearing a noise comes upstairs and Oscar, to dodge him, slips into Delsie's room, where Violet, the dog, starts to bark furiously. Oscar hides the pearls under a cushion on the floor and, when Uncle enters, Oscar is trying to quiet the dog by smothering him with a rug. He explains to Uncle that he came to put the dog in the garage. Uncle looks at him suspiciously and orders him out of the room. Uncle also exits.

Delsie, having met Bill outside the house, hears Violet barking and comes back to pacify him. She hears some one coming and hastily taking off her pearls slips them under the same cushion which hides the real pearls. Oscar enters to get his pearls and seeing Delsie tells her that he came to quiet the dog which ought to be in the garage. When Delsie is not looking, he reaches under the cushion, but gets the paste pearls. He goes out and Delsie is about to follow, then remembers and takes the real pearls from under the cushion.

Later in the evening, Aunty discovers her loss. The police are sent for, and when Oscar is making his exit through the darkened house, the lights flash on and he finds himself surrounded by police. Uncle enters and says that he has always distrusted Oscar who pretending to protest against the injustice comes close to Uncle and slips the pearls in his pocket. When Oscar is searched, the police find nothing and, repeating his tactics, he approaches Uncle to demand an apology -- at the same time recovering the pearls.

The servants are assembled and searched -- then the Chief asks for Delsie and Bill. Searching policeman find them in the grounds where they have just taken leave of the party returning from the dance. Delsie, having previously given the pearls to Bill, signals to him to hide them and, when they are brought into the house to be search d, Bill, fearing that his duplicate string may be hard to explain, slips them in a nearby jardiniere.

The Chief orders that everybody be researched and Pe Oscar puts the pearls he has in Delsie's pocket. When they are found there, Delsie glares at Bill, believing that he put them there, but Bill says that he stole the pearls.

Bill is taken to jail and Delsie to her room where she gets into her old clothes and accompanied by the housekeeper is sent to the station for the next train. Aunty, in the meantime, discovers that the pearls are fakes and Uncle rushes out to the car in which Delsie is seated, about to be taken away. She is brought back to the house and Aunty greets her effusively and takes her to her room, outside the window of which a detectiv has just been posted with instructions to watch Delsie's every move.

Delsie, left alone in her room, decides that any place is preferable to this house of suspicion, so taking Violet and the parrot, she prepares to run away. Oscar, having overheard Aunty say that the pearls are fakes, believes that the real ones must be hidden in the room and is busy searching for them when Delsie comes down stairs. She sees him discover them in the jardiniere and follows him out of the house, where the detective is on the trail of them both.

Oscar makes for the haunted house in which Delsie is encouraged to follow him by a vision of Bill in jail. As she is coming up the stairs, the crooks in the house hear the noise and come out to look, but Delsie has hidden behind a grandfather's clock covered with a summer wrapping, and they meet the detective coming up. They give chase and, outside the house, the detective is stabbed. They carry him to an upstairs room. Oscar and another ~~room~~ crook watch the chase from an upstairs window.

The frightened Delsie enters the crook's dining room and hides in a chest with her dog and parrot. The First Crook comes in and orders ham and eggs from the darky cook. While he is eating, the parrot calls out and the scared crook goes outside to investigate. Delsie jumps out grabs the ham and eggs and brings it to the dog in the chest.

The crook returns, find the ham and eggs gone, calls in the darky and says there must be ghosts around. They leave the room to look and Delsie impressed by the idea gets out of the chest, snatches a candle from the table and exits.

The crook returns, finds the candle gone and shakes with terror. He calls in another crook, who tells him that the detective has just died. First crook believes that the detective's ghost is abroad and becomes hysterical.

Delsie has found her way to the garret, where she locks up the dog and ~~patter~~parrot comes down stairs, removes the white covering from a chair and hides the chair under the table. She gets under the sheeting, holding her arms out to look like the arms of the chair and, when the crook crosses the hall, he sees the chair move. He rushes out of the hall and the darky coming into the hall with a tray sees the chair walk.

Delsie runs upstairs to the garret, where with a broom and a sheet she makes herself into a very tall ghost, comes downstairs with a stately walk and into the room where the darky is trying to brace up the First Crook. The crook catches sight of her, trembles violently and the darky looking around to see the cause also starts to ska shake with fear. They duck under the table. Delsie manipulating her broom gets shorter and shorter until she is very small. A Second Crook comes in, says "Show me your ghost!". turns around and sees Delsie suddenly shoot up to full height. He runs from the room.

With the frightened crooks watching, Delsie goes very slowly upstairs to Oscar's room where she has previously seen the pearls on the table. Oscar is smoking a pipe He sees the apparition and falls backward. Delsie makes a grab for the pearls on the table but, in trying to rush away with them, she falls over the foot of the bed where her sheet falls away and Oscar recognizes her. Delsie makes a rush for the garret, Oscar following. She barricades the door with furniture, trunks, etc. and when Oscar, unable to break it in, goes for help, Delsie gets a nail and a piece of cardboard and writes a note saying she is a prisoner in the haunted house. She tears up a sheet and lets the dog out of the window with the note tied around his neck.

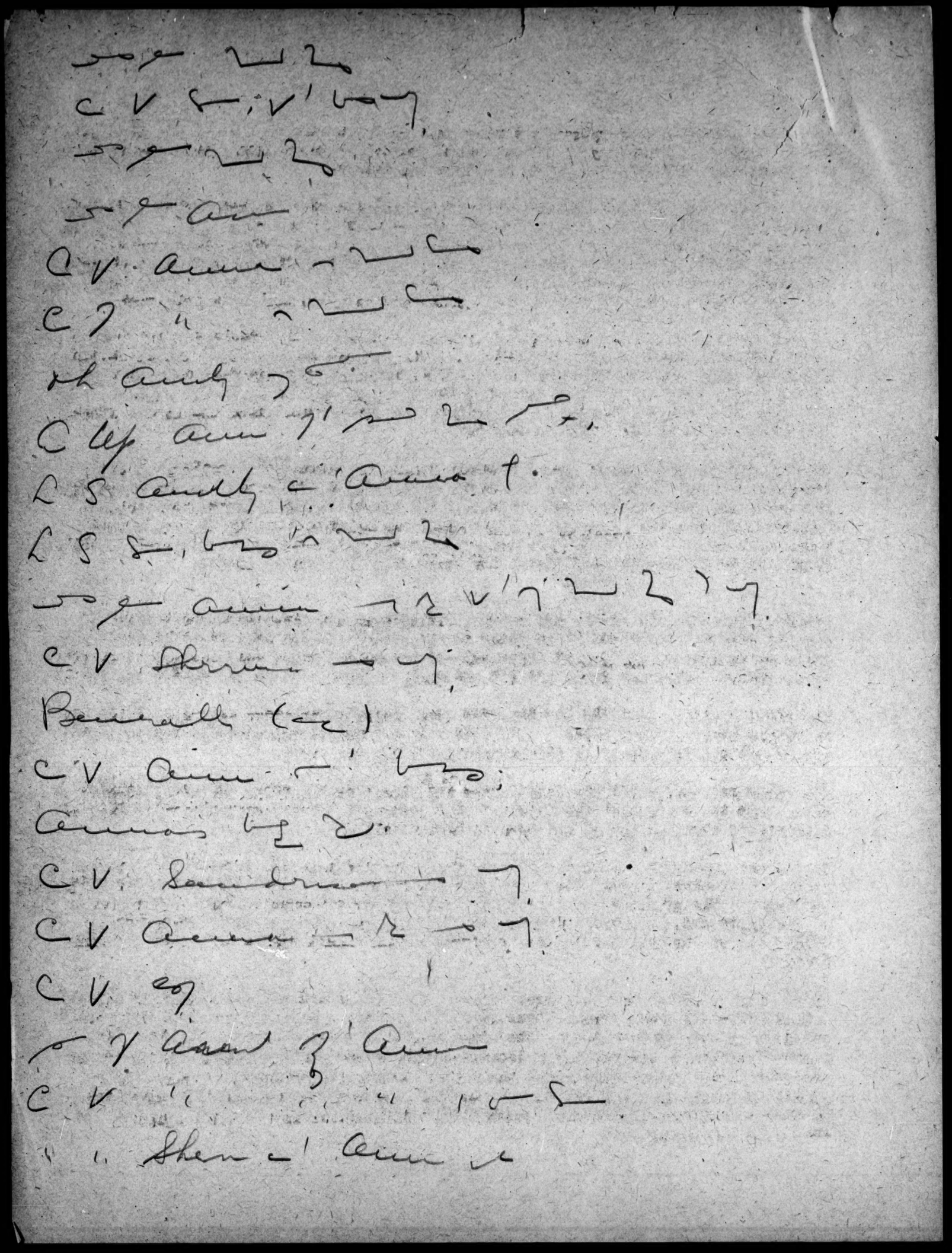
The other crooks have gotten away and the darky is going downstairs when Oscar waylays him to come and help him. He tells the darky that the ghost is only a girl and the darky reluctantly returns to the garret with him.

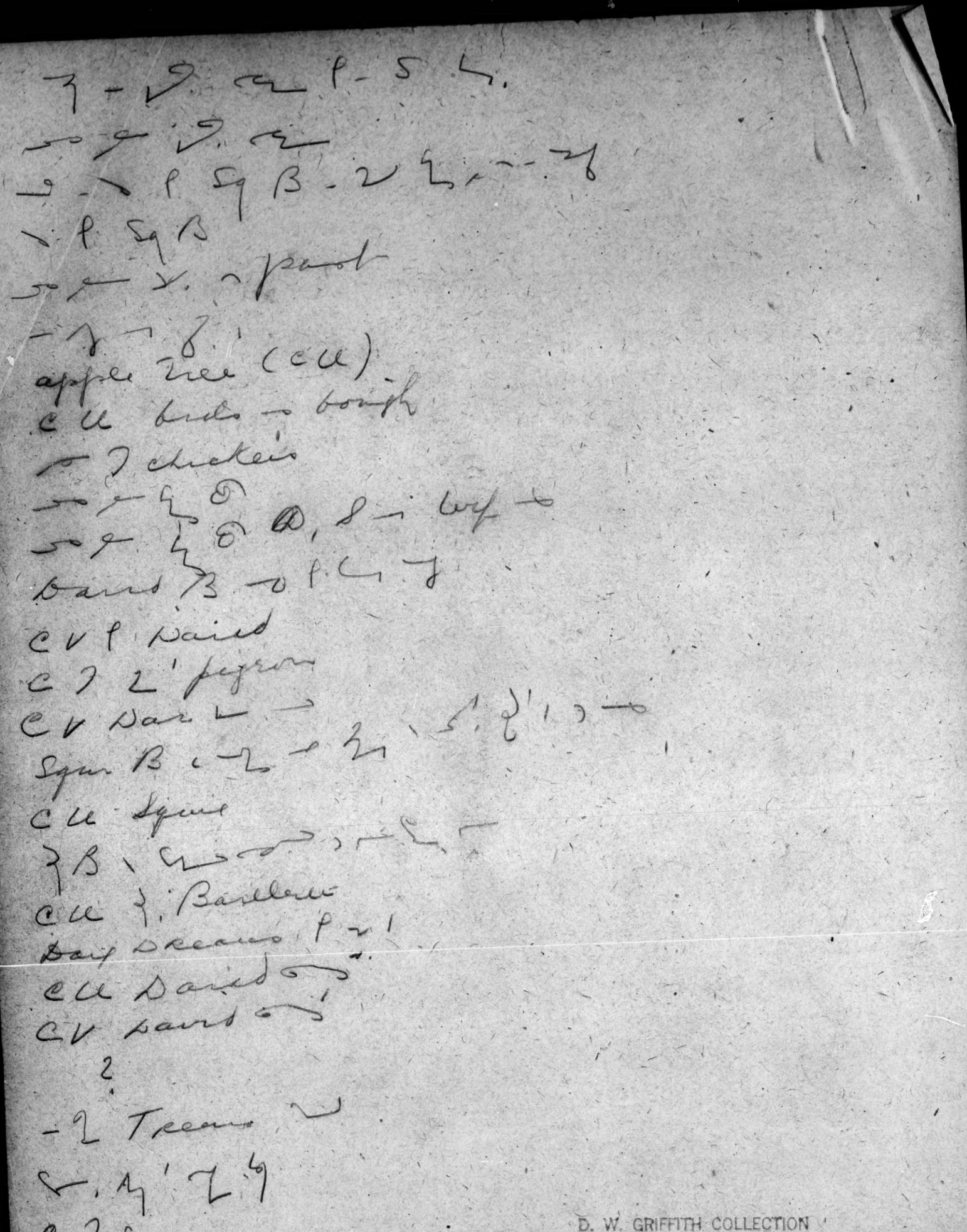
The dog reaches Uncle's house and Uncle phones for the police and rushes to the rescue himself by automobile.

Oscar breaks in the door and Delsie runs. The chase takes them all around the garret the darky being incapacitated from helping by fear of the parrot which has perched on his back . The police enter just as Oscar catches Delsie and Uncle follows in the rescue. The pearls are restored to Uncle and Delsie to Bill.

Mr.Long --

This is a synopsis of the picture as it is now -- Wednesday December 15th -- Hope you can use it





D. W. GRIFFITH COLLECTION
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W.S.H. July 6-1920

THE GHOST IN THE GARRET

Bed Room in the home of Girl's uncle. There are doors to right and left, supposedly leading into separate dressing rooms. A door (back center) leads into a hall.

Girl's aunt is seated before dressing table with maid doing her hair -- the operation is just being completed.

Uncle enters in dressing-gown, with valet pursuing him with trousers. He tries to get Uncle into trousers and hurts Uncle's gouty foot. Uncle cusses - shocks aunt. She reproves him.

Aunt has maid bring her box of jewels from safe. She decks herself with them just for the pleasure of seeing how they look - then puts them one by one into box again.

While Uncle puts on clothes, he asks when Girl is expected.

Aunt replies that she has changed her mind and decided not to have Girl. It will be too much nuisance to have child about the house.

Uncle gets angry. Just at this time, valet hurts his foot getting him into trousers. He pauses to land a well-placed kick on valet sending him from the room and then hopping about. Roars at his wife that she has invited Girl against his judgment, and now she will have to have her.

Aunt rings for secretary. Secretary - the sissy heavy - enters. Aunt starts to dictate letter to him cancelling Girl's invitation. She tells maid to put jewels back in safe - and gathers them up, dropping great pearl necklace. Heavy assists her in picking this up, and gives it a loving look. His eyes follow the maid as she puts the box in safe and we see that he longs to swipe the lot.

Uncle watches wife and sissy secretary in a rage. He rings for his own secretary, and Boy enters. Both uncle and aunt dictate letters to Girl's mother, Aunt cancelling invitation Uncle saying to pay no attention to Aunt.

Butler bursts in. He is in terror and a dog is hanging fast to his coat tails. He tells Aunt that a young person is below who insists on seeing them. He has tried to drive her away, but she will not go. He is afraid she followed him up.

Door starts to open. Butler tries to hold it, but it bursts open, throwing him back.

Girl bursts panting into room. She is carrying a parrot.

She puts the parrot down -- gives butler a triumphant look and runs over and kisses Aunt. She misses Aunt's hair and Aunt is indignant.

Girl looks about for god, and sess him hanging on butler's coat-tails. She gently scolds him and makes him let go, explaining that he is gentle as a kitten but that he knows when people are rude to her. She takes dog and introduces him to Uncle. Uncle is careful not to be rude enough to offend her dog. Girl and dog both kiss Uncle.

Bill - uncle's secretary - has been staring with fascinated eyes at Girl. She sees him. Greeting. She shakes him heartily by hand, which shocks Aunt and Uncle.

Aunt bustles up and says that Girl must go to her room - she must be tired. She instructs butler to take away the dog - but butler approaching dog decides rhat he doasn't want his job that much. Girl keeps dog.

All exit but Aunt's secretary - Percy, who hangs back. Percy listens at door and when he is sure the coast is clear, he crosses to safe. He is disgusted to find it locked, and works at the combination.

Girl is shown into room - she is being given a doll and a teddy bear to play with. She is dis gusted and tells Aunt that she is grown up, and expects to go to dances and all that sort of thing. Played soft.

Bill is shown in small study off big hall getting through the work of the day. Uncle is just finished dictating to him. Uncle exits and Bill gets very busy. Is a most studious youth and goes about his business as if it were the only thing in the world. We see, however, that the advent of the Girl has made some impression on him, for he pauses ever and anon to sigh.

Girl lonely in room. She is disgusted with doll and teddy bear. Dog displaces these new rivals and jumps up beside her and comforts her.

Percy wig-wags from window to distant house.

Signals answered from distant house.

Exterior of distant house. There are "To Let" signs all over it, and it is closed. The shutters of one of the windows stir open, and a villainous face appears. Man looks through glasses at uncle's house and answers secretary's signals.

Interior of same house -- other villains are grouped about the window, and the man signalling. The furniture of the room is swathed in wrapping for the summer - but on a dusty table are whisky bottles, burglars tools, etc.

Bill still working. Girl enters hall and wanders disconsolately about. She catches sight of Bill working and does in. She converses with Bill. Bill embarrassed pretends he does not see her. When she insist on being seen, he keeps right on working. He is busy and shy. Comedy business. Girl seeing him work on typewriter is fascinated - wants to know how it works. She tries it all wrong. Secretary shows her. He holds her hands to do so. He forgets that he is simply an honest ambitious young man.-- part of a machine. He helps more than he needs to. The two heads come close together.

Aunt enters. She is near-sighted an does not see them. She peers about. Bill and Girl spring apart. Aunt discovers Girl very demure. Aunt is fumbling in bag for handkerchief. It is missing. She sends Girl to her room for it.

Aunt stares at Bill. She wonders what has been going on. But Bill is now all business.

Percy busy at safe. As Girle enters, he pretends that he is looking for something on floor. Girl offers to help him. As Girl innocently looks, Percy becomes enamoured, andtries to kiss her. Girl hands him a wallop.

Aunt impatiently sends Bill to see what is keeping Girl so long.

Percy, angry, threatens Girl --she must say nothing to Aunt. Door opens. Bill enters. Percy pretends innocence. Bill, however, takes in something of the situation and, crossing to Percy, asks him why he is holding Girl's arm. The two men stare at each other, but Percy wilts first. Girl quickly finds Aunt's handkerchief, and exits with Bill. It is seen that Percy will do Bill a bad turn when he gets a chance.

Study.- Aunt waiting for handkerchief. Bill and Girl enter. Aunt takes the handkerchief and starts to leave room, when she notices that Girl is not following her, but is hanging around watching Bill who is getting to work. Aunt calls her to follow her. Bill stares fondly after her.

Rose Garden. Aunt gives Girl a long-handled basket and scissors and tells her to make herself useful cutting some flowers for the house. Girl starts cutting flowers as Aunt leaves with a sense of duty well done. Girl attacks large rose and pricks her fingers. Starts again, approaching with great cattion.

Study. Bill does his best to settle down to work, and plunges like a hard-working terrier into the pile of papers. Percy passes door cautiously and looks in at Bill with an sneer. He tiptoes on and ~~disappears~~ disappears. Bill finds himself unable to work - he wonders where Girl is. He struggles with temptatihn, but finally rises, in spite of himself, and looks out of the

window.

Shot of rose garden from study window, showing Girl cutting roses.

Study. Bill looks around with the first rebellious thought of his life. He starts to crawl out of the window, but sees that the hand which he places on the sill is ink stained. He removes the stains, and goes to the mirror to check up his personal assets, straightening his tie and brushing his hair with his fingers, etc. It occurs to him that maybe he looks better without his glasses and he puts them in his pocket, trying the effect in the glass, then, glancing around and seeing no one, he bolts from the window.

Rose Garden. Girl is smelling large rose, interferes with bee which retaliates. Girl holds her nose and hops around, yelling for help. Bill rushes in and comforts her. As he is comforting her, Aunt can be seen in the distance. Bill hides behind rose bush, while Girl busily starts cutting flowers.

Room in crook's house. Crooks are talking together, when they hear a noise and stiffen to attention. There is a knock and one of them cautiously opens the door, admitting Percy. Percy tells them that he knows exactly where the jewels are, and enlarges on the string of pearls.

Girl's room - later. Girl has seen Uncle and Aunt going to party, and is angry that she has not been allowed to go. She determines to go to one on her own hook. From a hiding place under the bed quilt, the girls pulls shoes and stockings and a silk slip, she has "borrowed" from her Aunt. She holds the slip in front of her and the decides it will do for a basis. The only thing it lacks is trimming. She casts her eye speculatively about the room and at last fastens on the lace curtains. She takes one of them down and drapes it across her shoulder.

Uncle and Aunt's Bed Room. The room is in half-light and some of Aunt's jewellery lies on the dressing table, but the safe is locked. The door opens and Percey steps in. He crosses to safe, and expresses disgust at finding it locked. He takes a look around the room and is overjoyed to find the big pearl necklace on the dressing table. He looks out of the window.

Uncle and Aunt are seen sitting on a rustic bench in the rose garden, while Uncle smokes an after dinner cigar. As Percy watches them, they get up and start towards the house.

Uncle and Aunt's bed room. Percy starts guiltily back from the window and starts tip-toeing towards the door. He takes one hurried last look to see if he can find any more jewellery.

Girl's Room. Girl has made herself quite presentable dress by tacking on the lace curtain. She looks at herself in the mirror and decides she can have the neck a little lower. She turns it

down. She tries a ribbon round her neck, but it does not give the desired effect. She does not know what to do. She goes in search of Bill - her firmest friend.

In the Hall. Percy is standing in the dark, and sees hhe girl go out of the room. He starts to tiptoe along, but a maid enters and he shrinks back out of sight. The maid passes him and goes into Aunt's bedroom. Percy starts forward again, but sees Uncle and Aunt coming. He cannot duck back into Aunt's bedroom, as maid is there. He is losing hes nerve and does not wish to be seen - he ducks into Girl's room. Girl's dog is tied to chair. Instantly starts barking and pulling at his leash. Percy is between the devil and the deep sea. He is afraid of the dog and he must get rid of the necklace. He looks around for a suitable hiding place for it. The Girl's travelling bag is open on the floor. He stoops and hides it in an inner pocket.

Bill's Bedroom. Bill is finishing dressing for the evening. He is very nervous and guilty. The Girl has persuaded him to take her to the party. There is a knock on the door and Bill slips on his coat and opens the door. Girl comes in and tells him she has no necklace, and asks him what she is going to do about it. Bill scratches his head reflectively and finally has an inspiration. He will lend her a necklace that once belonged to his mother. It is a copy of the famous pearls owned by the Girl's aunt. He tells Girl he will wait under her window for her as soon as the house is quiet. Girl takes necklace and slips out.

Girl's bedroom. The dog succeeds in moving the chair and makes a bound at Percy who slides out through the door.

In the Hall. Percy runs into Girl and both guiltity try to hide from the other. Percy explains that he heard the dog barking and came in to see what the matter was. Girl is chiefly occupied in getting into her room before Percy sees how she is dressed. She glances apprehensively at her Aunt's door.

Aunt's bedroom. Uncle and Aunt hear dog barking and Uncle swears while Aunt gets up to seew what's the matter.

Outside, beneath the Girl's windww. Bill is whistling to Girl that all is ready.

Girl's room. Girl frantically tries to silence dog. Just as she gets him quiet, there is a knock on the door. Girl dives for her night-gown and puts it on over her clothes, and is about to jump in the bed when she notifes a necklace about her neck. She takes it off and throws it at her open travelling bag (Necklace misses bag and goes into bed, but Girl does not see it) Girl goes to door and opens it, admitting Aunt. Aunt questions her about noise and Girl tries to explain everything is all right and get her Aunt out of the room as soon as possible.

Outside. Bill apprehensive. He wonders what is keeping Girl. He picks up pebbles and commences to throw them into window.

As the Girl talks to Aunt, first stone comes through window, and arouses Aunt's curiosity. Girl with great presence of mind picks up opportune June bug and shows it to Aunt, but she is apprehensive about the future. Bill will keep right on throwing stones and the supply of June bugs is limited. As the next stone comes through the window, Girl fields them neatly and pretends that she is only swatting mosquitoes. At last Aunt leaves the room. As soon as she is gone, Girl struggles out of her night-gown and, running to her bag, fumbles in it for her necklace, finding instead the real one Percy has concealed. She runs to the window and shakes her fist at the amazed Bill, cautioning him to silence. Then she goes to the bed and, knotting the bed clothes together, makes a rope that reaches to the ground. She slides down this into the arms of the waiting Bill.

In the hall, Percy is slinking back again to recover the necklace. Finds that no light shows under the Girl's door, and tries to get in. To his disgust, he finds the door locked.

On the other side of the house, are seen the shadowy forms of the crooks who have stolen out from their house. One of them gives an owl hoot, which is a signal to Percy.

In the hall, Percy hears them, and abandons his attempt on the Girl's room until later.

Garden Party. Under the light of a particularly large Japanese lantern, Bill and the Girl greet hostess, Bill hanging back somewhat and Girl saying that she has come instead of her Aunt who does not feel well - and introducing Bill.

Outside the house, Percy joins the crooks. He tells them that he has gotten the necklace, but they will have to make an attempt on the house themselves, as he is going to the Garden Party, so that no suspicion will attach to him. He shows them that he is in evening clothes and gives them a plan of the house, locating the safe. Percy lets them in at the front door and hurries off.

Garden Party. Girl is having a wonderful time and Bill is falling in to the spirit of the thing.

Aunt's Bedroom. Aunt and Uncle are snoring in different keys.

In Bill's study, it is seen that the thugs are making a systematic job of the house and are prying open the drawers of Bill's desk. They are working in a leisurely way as if they had the night before them.

Garden Party. Girl and Bill are having a wonderful time when

Percy arrives. All three are mutually surprised, but Percy more so than any one, forto his horror he sees the necklace on the Girl's neck. He manages to recover himself, however, and asks the Girl to come and have a glass of lemonade with him. She refuses and then Percy says that he will tell Uncle and Aunt about Girl and Bill being out, if she does not. Bill offers to knock Percy's block off, but Girl restrains him and thinks discretion is the better part of valor. She goes off with Percy, leaving Bill in a fighting frame of mind.

Garden Party. Percy gets Girl to sit down on a bench behind a bush. To the Girl's astonishment, he makes love to her and embraces her. As he puts his arm about her, he unclasps the necklace and slips it in his pocket with his other hand. Girl indignant at love making, fetches Percy a box on the ear that staggers him. She gets up, and leaves him to go in search of Bill. Percy takes a reassuring glance at the necklace and sets off for home.

Garden Party. Girl rejoins Bill and says she wants to go home. She is disgusted. Bill cannot understand why, but he is her willing slave.

In the hall outside the Girl's room, the crooks pause and open door with skeleton key. They tiptoe in and switch on the electric light. Parrot wakes up and yells bloody murder and dog falls upon them. Thieves take it on the run for the open window, tossing out the bag of silver they have already collected.

Aunt's room. Aunt and Uncle waken up, hearing parrot's cries for help. Aunt tells Uncle burglars are in the house, and tries to get him to go and slay them. Uncle shows a prudent reluctance.

Percy arriving at front door sees lights being flashed on. He enters hastily and Bill and Girl arrive outside her window. They too see that the house is in a state of alarm and they are apprehensive. Bill starts to climb rope, intending to pull Girl up.

Percy's room. Percy slips on bathrobe and exits to comfort Uncle and Aunt.

Outside window. Bill gets up almost to the top, when dog infuriated by burglars and scenting another invasion jumps out on his shoulders and they go together to the ground. Girl thinks that if dog sees Bill is trying to rescue her, he will behave, so Bill holds Girl in one arm and starts to climb up rope with the other. Dog watches them puzzled for a moment, but decides his mistress is in a dangerous situation and, jumping up, catches Bill's coattails. All three come together to the ground. Girl decides to hold dog while Bill climbs up. Bill starts climbing.

Uncle and Aunt's room. Percy enters in bath-robe and asks what all the noise is about. Aunt clings to him and calls him her hero and is enough reassured to look around the room and see if she has been robbed. She finds her necklace gone. Percy gets

an idea. He says he thinks that the trusted Bill is the culprit. At any rate, they can look in Bill's room. He will protect them. All three start - Uncle bringing up the rear.

Outside Girl's room. Bill reaches window sill and Girl ties end of rope about her waist and is hauled up by him.

Bill's room. Percy, Uncle and Aunt enter and Percy finds that the bed has not been slept in. Aunt and Uncle shocked and almost convinced.

Girl's room. Bill and Girl bait rope with torn piece of Bill's coat tail and pull up dog. Girl is suddenly embarrassed at having Bill in her room and bids him a hasty Good-n ght, pushing him towards the door. Bill exits.

As Bill comes in to hall, Percy, Uncle and Aunt are at the other end and see him coming out of Girl's room. Aunt faints with the shock. Percy pulls Aunt and Uncle back into alcove, while the unsuspecting Bill tiptoes by.

Girl's room. Girl heaves a sigh of relief and she is safe at home again. She looks in the mirror, and finds to her horror that her necklace - Bill's necklace - is gone. She looks around the room for it, but can't find it. She hastily pulls in the bed clothes rope and, unknotting it, remakes her bed. As she does so, she

finds the fake necklace under the bed where she threw it. There is a knock at the door and she hastily conceals it.

In the hall, Aunt has revived and is knocking on door.

Girl's Room. Girl arranges the clothes with one wild swoop and crawls in under them. Aunt enters. She is puzzled and somewhat softened at seeing the sleeping girl. Perhaps -- she reflects -- probably even her niece has no knowledge of the thief who was prowling all the rooms to rob. She wakes up Girl and tells her that the house has been roobed and that her necklace is gone. She describes it. Girl with horror recognizes it as the one she has been wearing. She asks her Aunt if she has any suspicion as to the thief. Her Aunt tells her that Bill has been out of his room, which increases Girl's horror. Aunt smoothes rumpled corner of spreead, which makes Girl nervous. She gets out of bed (she has again put her night-gown on over her dress) and starts to usher Aunt to the door. As they cross the floor, the Aunt steps on the hem of the night-gown, which rips off showing the Girl still dressed. There is a scene in which the Girl is forced to confess that she has been to the party and that Bill took her. Aunt tells her she is a disgrace to the family and that she has been consorting with a thief. She is to leave the first thing in the morning. The Girl left alone is in great distress.

In Bill's study the next morning, Bill is nervously working. Girl enters with necklace behind her in her hand. She does not know how Bill got the necklace but she wants to ask him to give it back. She is dressed to leave. Before she can say anything to Bill, her aunt enters and tells her coldly the carriage is waiting. To Aunt's disgust, Girl shakes hands with Bill and, as she does so, unseen by either of them, she slips necklace into Girl's pocket.

At the front door, detectives arrive and are admitted by Percy. Girl passes them as she goes out, but can make nothing of it. Girl gets in carriage (or motor) and is driven off towards railway station. U

Bill's room. Uncle, aunt and Percy watch as detectives search room. Detectives decide Bill must have necklace on him, and that he may have buried the silver in the garden.

Railroad station. Girl arrives, and gets disconsolately out of carriage.

Bill's study. Percy, aunt and uncle and detectives enter. Bill is accused of theft. He denies it.

Percy orders detectives to search Bill. Bill is searched and the necklace is found in his pocket.

Railway Station, Girl paces up and down mournfully. She looks up the road and sees strange procession coming. Bill is marched past under guard of detectives. Girl enquires of station agent and is told Bill is being taken to lock-up. Train comes in and Girl hesitates, but, as Station agent is watching her, gets on at the last moment.

Lock-up. Bill is given in charge of hick jailer and put in the jail's only cell.

Another Railway Station (The next one on the line) Girl gets off and takes a train which is going back.

In his cell, the disconsolate Bill tries bread and water and finds it hard. A fat rat comes out and Bill feeds him.

Outside the jail. Girl arrives and starts to reconnoitre.

Through the window, Bill sees her feet and, recognizing them goes to the bars and calls her. Girl and Bill talk through grating. Girl says she will rescue him and prove him innocent. Girl sets off toward her Aunt's house.

In deserted house near Aunt's, crooks are looking over their haul. Percy enters. He calls them down for having the stuff out in plain view. They pick the stuff up to conceal it and leave the room.

Hall in house of crooks. Percy and crooks pass through and mount

stairs.

Upper room in house. Percy and crooks enter and hide the loot in the place with the necklace.

Outside. Girl approaches the house.

In room, Percy leans from window.

Outside. Girl sees Percy and hides behind bush. Girl wonders if Percy is not thief. She remembers scenes which confirm her suspicions. She is afraid but she makes up her mind to investigate.

In room. Percy dodges back and tells crooks he believes somebody is watching the house. Ugliest of crooks offers to go and investigate and leaves.

Outside of house, Girl looks for some way in. She finds the bay window of the cellar open and squeezes through her parrot cage, and starts to crawl in after. The crook appears but does not see her. She is in such a panic that she gets jammed in the window. Dog charges crook, diverting his attention and Girl squeezes through the window. Crook running away from dog trips over stone and falls flat on his face. Dog hears Girl whistling and turns around and comes back to cellar window, jumping in after her. Girl closes window.

In cellar. Girl fumbles about cellar until she finds a door. She opens it, but it only leads into a dumb waiter. Looking apprehensively back, she sees the crook's face peering in at the window as he tries to see through the darkness. Girl lugs parrot cage and dog into dumb waiter and pulls the rope.

Outside, Crook has been unable to see in and decides that it was a false alarm. He returns to the house.

Girl going up in dumb waiter comes to a floor and finds another door. She opens it cautiously and peers out and sees -

The Kitchen. Another crook is cooking something at the stove. He takes a drink from a bottle. He has a sense of being watched and turns about, but Girl closes door and again shoots up in the dumb waiter. The crook is almost certain he saw the door move He crosses and looks at it stupidly, shaking his head. He puts the cork in the bottle, deciding he has had enough.

Girl going up in dumb waiter comes to last stop - the pantry. She gets out with her dog and parrot and starts to move off.

In the Kitchen. First crook enters and asks second crook what he is staring at. Second crook says he thought he saw that door move. First crook opens the dumb waiter door, then both stand aghast - the dumb waiter ropes are still shaking. Perhaps the house is haunted. They bothe take a drink out of the bottle.

Bedroom, upstairs. Girl enters with parrot and dog. She is frightened at her narrow escape, and did not know which way to turn. She closes the door after her and listens. She thinks she hears some one coming. She tries to open a closet door to get in, but it is locked. Tries to get under bed, but cannot get the parrot cage under. There is no key to the outside door.

Room in which Percy and crooks are hiding loot. The silver has been hidden and Percy is putting the necklace inside the clock. First and second crook enter, very much frightened, and say they think the house is haunted. Percy says "Nonsense". They must make a search of the house. Perhaps someone has gotten in. No one seems to respect privacy, they take up a light and start to make a search.

In Bedroom. Girl hears footsteps approaching. In desperation, she crawls with parrot cage and dog under a sheet on the bed. The door opens and crooks enter. The Girl in terror stands up, the sheet draping about her body. Crooks fall back in horror. Some of them run, but one is so frightened that he cannot move. Girl in ghostly form grasps fact that she has scared crooks, and sails majestically from room. Only the dog's tail shows from underneath the sheet. The remaining crook watches this with horror.

Girl gets into hall and starts upstairs. Crooks from behind various articles watch the apparition with horror.

Girl finds attic full of trunks and puts dog in one and parrot in another.

In the Hall, Percy tries to rouse the crooks to investig te attic. He is shaking himself, but decides to go up.

In the Attic, Girl looking downstairs sees him coming. She dons the sheet again and clanks dog's chain, moaning dismally. Per

Percy and reluctant crooks mounting decide they have had enough, and pause.

Girl gets into trunk with dog.

On the Stairs, Percy and crooks all take long pull at bottle, and get enough courage to mount the stairs. They enter the attic starting at every shadow and striking at every dark corner. They see nothing, which terrifies them even more. Girl in trunk moans and dog growls. Percy and the crooks all decide the attic is unhealthy. They exit.

Girl in trunk listens anxiously for their return, but she is worn out and the dog in her arms, she falls asleep.

Next morning.

~~In jail. Bill's jailer brings him in food.~~

Kitchen, in crook's house. Crooks are assembled, preparing breakfast. Percy is not there.

In attic, Girl wakes and tries to sit up. She does not know where she is. She is frightened to find herself in this cramped space, and for a moment imagines she has been buried. She opens the trunk and peers out. Both she and dog scramble out. Girl opens another trunk and takes out parrot. The smell of the cooking comes to her and she realizes that she is very hungry. Parrot remarks "Polly wants a cracker". Girl tells him to"shut up, she is too" She goes to the attic door and sniffs. The aroma of coffee, bacon and eggs is too much for her. She decides to reconnoitre.

In the Kitchen, the crooks are trying to laugh off last night's scare, but they are still slightly nervous.

In the Pantry, Girl gets into dumb waiter and starts down. She stops at the kitchen and peers through the doors. There is plenty of good food on the stove and on the table, but she can think of no way of getting it. Inspiration comes to her. There is a heavy glass salt cellar on the dumb waiter. She picks it up and throws it through the kithhen window and shuts the doors again like a cuckoo disappearing into a clock.

The crooks all jump at the crash of glass. They are in a rage. They run out doors to see who threw what.

Girl opens the dumb waiter doors and cleans up the stove and the table, putting everything in the dumb waiter.

Outside the House, the crooks can hear or see nothing. They shake their heads, and start to return.

Girl climbs into dumb waiter and starts upstairs with her plunder.

In the kitchen, crooks return and prepare to sit down to breakfast. Then it dawns on them that breakfast is no longer there. Bacon and coffee have disappeared. It's all very well for Percy to say that the house is/haunted, but look at this.
not
In attic, Girl sits up and shares breakfast with her companions.

In Aunt's house, Percy forges telegram, saying that his mother is dangerously ill and that he must return at once. He is preparing for a get-a-way. He shows it to Aunt, who is very sorry for him.

In Attic. Girl prepares to look for stolen necklace. She ties up dog and puts the parrot back in trunk.

In Kitchen, crooks are holding a meeting, deciding to get a way

immediately. They are expecting Percy at any moment.

In room where plunder is hidden, Girl searhhes for necklace but can find nothing. She has an idea. There is a bathroom adjoining and she lights a fire in the bathtub, then hides behind draperies in room.

Outside, Percy is approaching the house and sees smoke coming out of the window. He starts to run toward the house.

In the kitchen, the crooks smell the smoke and start out to investigate.

Percy dashesiin Room and starts to rescue necklace. He puts it in his pocket. Girl steps from behind draperies and accuses him. Percy turns on her and takes Girl in his arms. Girl fights herself free. Other crooks approach.

Girl runs downstairs, but meeting crooks has to run back. Percy snatches at her, but she dives into a room and shuts the door. Percy starts to break down door, while she makes for another one.

In Aunt's bedroom. Aunt looks at necklace and discovers it is false. She remembers giving it to Bill's mother. Bill has been falsely arrested. She tells Uncle they must go and get him out of jail.

In Crooks House, crooks and Percy are chasing Girl. Chase all over house.

Girl finally gets in to attic. She moves trunks against door, but realizes barricade cannot hold for long. She hastily writes a note to Bill, telling him of her danger and he must send help. Tells dog to take it to him. She lowers dog on double rope to ground and dog steps off, freeing himself from rope as girldrops one end. The barricaded door is commencing to give way. Girl tries to hold it. At last seeing it is useless, she makes a wild dash for the skylight

At Jail, Bill is looking mournfully through bars. He sees dog coming and calls to him. Dog comes up and jumps through bars into the cell. Bill takes the note and immediately commences to rage to get out. He tries the bars, but they are too strong for him. Jailer comes in with Bill's breakfast and dog attacks him. Jailer runs, leaving door open. Bill escapes.

Roof of crook's house. Girl has gotten out on the roof and Percy and crooks are pursuing her.

Road. Bill running towards house meets Uncle and Aunt who try to stop him, but he wildly beckons them to come on, and outdistances them. As Bill reaches house, Girl is driven to the

very edge. In desperation, she slips and only saves herself by catching the gutter with her hand. She swings in mid-air.

Bill, arriving, takes in situation. He is at first at a loss what to do, but sees rope that dog was let down on and a tall tree about 15 feet away from the house. He climbs rapidly up the tree, shouting assurances to the Girl and throws her one end of the rope. Girl manages to catch it and, with her last strength, takes a turn around a brace.

Bill, from the pliant top of the tree, pulls on the rope until the tree bends over to the top of the house. He rescues Girl just as Percy slides down the roof into top of tree. Bill slides down rope with Girl to safety and, tree released, shoots Percy into pond of the next tenant.

Uncle, Aunt and jailer all arrive at the same time. Crooks are arrested - all is forgiven - "Bless you my children". Clinch is interrupted by proud and happy dog who wants to get into it.

E N D.

P.S. As Percy hurdles through the air, the necklace falls out of his pocket and drops at the Girl's feet.

Interiors

INTERIORS

AUNT'S HOME

1. LOWER HALL
2. LIBRARY
3. STUDY
4. UPPER HALL
5. GISH'S ROOM
6. AUNT'S ROOM
7. UPPER HALL BALCONY

STEPMOTHER'S HOME

Bathing Set

Inspector - O'Connor
asst. to Inspector - Bagley } Plain Clothes

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SCENE PLOT

LIBRARY

20.

Scenes: 9, 10, 15, 19, 21, 22, 24, 34, 35, 37, 60, 62, 67, 71, 75, 79, 92, 98, 100

Scene 9. Aunt enters from hall, a little disturbed about the arrival of Gish - meets Percy who has been watching the scene in the hall - gives him some letters to mail.

Scene 10. (TEA PARTY)

Aunt on seating guests - chatting. Get over the tea party just about started.

Scene 15. Aunt on. Butler and Stately Girl enter - meet Aunt.

Scene 19. Tea party in full blast. Gish's dog leaps in lap of Stately Girl - upsets her and poodle, and staint her dress with tea. Gish enters on slippery rug - wrecks party completely. Aunt horrified. Calls Butler. Dog chases Butler, Gish chases dog. Enter Percy. Aunt tells him to take dog out. Percy tries to get dog but dog growls at him. Gish takes dog. Percy takes Gish by her hand - takes them both out followed by Aunt.

Scene 20. CORNER OF LIBRARY

Gish, Percy and dog, and Aunt enter. Aunt tells Gish not to bring the dog in the house again; and this is where she tells Percy to keep her out. Aunt exits.

Scene 21. Aunt comes on after sending Gish out with dog and Percy - tries to right things, but the guests excuse themselves and leave her flat.

Scene 22. CORNER OF LIBRARY

Percy, Gish and dog. Gish tries to excuse the dog's conduct - smiles at Percy - meets his unsmiling eye and stops talking. Percy sends Gish out with dog and exits to another part of the house.

Scene 24. CORNER OF LIBRARY

Percy and Bill enter from Study. Percy points in the direction of Gish . Bill exits after Gish.

Scene 34. (After wreck of tea party)

Aunt on. Uncle enters - greets her. She relates tea party incident and says she can't have Gish around any longer. Uncle says he will talk to Gish on her return. Aunt leaves him. Uncle begins searching for something. Percy enters - watches Uncle. Uncle gets over his dislike for Percy and a slight annoyance.

Scene 35. Gish, Bill and dog return from walk. Bill goes to the Study. Gish catches the Aunt looking at the dog through a lorgnette. She turns about and walks right again with the dog.

LIBRARY

Scene 37. Gish enters - meets Uncle. Aunt is on but exits as soon as Gish comes in. Gish tells Uncle how happy she is in her new surroundings. Uncle hasn't the heart to send her away - warns her she must behave. He tells her she must be a little aristocratic now. At this point the Aunt walks through the room. Uncle makes reference to Aunt - tells Gish she must try to be like her. This gives Gish a chance to imitate. Inexiting from room, Gish gets mixed up in heavy draperies. Unable to find opening, she walks straight out, pushing the curtain in front of her. Eventually Gish is overbalanced and falls backward.

Scene 60. (After the robbery)

Dimly-lighted set. Figures are seen passing to and fro.

Scene 62. (Dimly-lighted set)

Figures on. They see Percy coming in street clothes, and all hide. Percy enters - looks through windows out on the water - starts for door. All figures rush at him. There is a struggle; lights are turned on. The figures are policemen, who have hold of Percy. Uncle is in their midst. Chief officer sends all but two cops to search the grounds. Then they proceed to search Percy. While Uncle is explaining to the chief that he always thought Percy was a crook, Percy slips the pearls in the pocket of Uncle's dressing gown. Percy is searched - nothing is found. Uncle in his surprise starts to put his hand in his pocket. Percy strikes his wrist a terrible

LIBRARY

Percy comes over to Uncle - takes a "how could you do such a thing to me" attitude - takes pearls from Uncle's pocket - steps aside. Uncle consults with Chief - calls Butler - sends him for other servants. (Policeman exits to call Aunt, housekeeper and maid??)

Scene 67. Uncle, chief, assistant, two cops. Butler, gardener, a couple of maids, and a tough Irish cook. Cook asks if she is going to be searched - starts to exit in haughty wrath. Policeman holds back. Cook resumes her place meekly. Servants are searched. Nothing is found. Aunt comes in with housekeeper and maid - goes to Uncle.

Scene 69. REAR ENTRANCE LIBRARY

Gish and Bill are brought in at the end of the action of Scene 67. Bill drops pearls in a jardiniere. Chief gets over he is not satisfied with the search - asks if Gish and Bill have been searched. Policeman says no. (CHIEF should give the servants the impression that everybody will be searched again if nothing is found on Gish and Bill This will make plausible Percy's action in planting the pearls on Gish) Percy slips pearls in Gish's hand-bag. Pearls are found on her. Aunt identifies them. Bill takes the blame. Chief asks if he confesses to the theft Bill says, "Yes." Bill is taken away by cops. Gish starts to explain - Uncle stops her, fearing she will implicate herself and the family honor. He makes Aunt take Gish out. Servants are sent back to bed.

LIBRARY

Scene 71. Uncle, chief and assistant on (after exit of servants). Aunt enters from Lower Hall after telling Gish she must go upstairs and pack. Aunt tells housekeeper to take Gish to the station. Housekeeper protests - does not want to dress and go out so late. Aunt delivers an ultimatum. Housekeeper exits. Uncle tries to intercede in Gish's behalf. Aunt is firm in her decision and exits to her room (where she will discover that the pearls are fakes). Chief, assistant and Uncle exit to the Study.

Scene 75. Gish enters in rural costume, with luggage. She goes to Uncle says good-bye. Uncle whispers something comforting. Gish exits rear door, followed by housekeeper.

Scene 79 Uncle, chief and assistant. Chief and assistant about to leave. They hear Aunt screaming about the discovery of the fakes. Uncle exits to the lower hall.

Scene 92 Percy in street clothes (?) enters - searches all through library - exits to Study - returns - exits to rear door.

Scene 98. Percy on as in Scene 92 - finds real pearls in jardiniere - puts them quickly in pocket and exits to exterior.
Gish enters - takes bag, dog and parrot and follows Percy.

Scene 100 Assistant enters - follows in direction of Gish's exit.

SCENE PLOT

STUDY

Scenes: 23, 72.

Scene 23. (Bill's first scene)

Bill on - busy at typewriter. Percy enters - tells him that Aunt said he should take Gish for a walk. They exit to CORNER OF LIBRARY SET.

Scene 72. (After the robbery)

Uncda, Chief and assistant enterl Chief phones headquarters. They have a little conversation and perhaps a drink before he leaves.

SCENE PLOT

UPPER HALL

Scenes 7, 13, 17, 39, 46, 48, 52, 54, 55, 59, 78, 81, 83, 85, 88, 96.

Scene 7. (Gish's arrival)

Gish and butler come up with dog, bag, and box with parrot. Gish exits to her room.

Scene 13. (Tea party)

Gish enters from her room and watches the Stately Girl in the lower hall. She exits to her room to get the dog.

Scene 17. (Tea party)

Gish comes from her room - exits downstairs with grand manner and dog on a bit of rope.

Scene 39. Gish enters (after getting mixed up in the Library draperies and dancing off nonchalantly from lower hall). She hears Bill calling - receives a note - reads it and says "Yes, I'd love to!" IRIS OUT.

Scene 46. Percy enters from Aun's bedroom after robbing the vault - starts downstairs - is surprised by Uncle coming up. Percy ducks into Gish's room. Uncle enters - hears dog barking and exits into Gish's room.

Scene 48. Percy comes from Gish's room after being sent out by the Uncle - hides somewhere in the upper hall. Uncle enters from Gish's room - exits to his own room. Percy ducks into Gishe's room.

UPPER HALL (cont.)

Scene 52. Gish enters in Carmen costume from downstairs - concerned about dog - exits to her room.

Scene 54. Percy comes from Gish's room after switching the pearls - exits downstairs.

Scene 55. Gish in Carmen costume comes from her room with the pearls in her hand and the dog. They exit downstairs.

Scene 59. (DIMLY-LIGHTED SET)
Percy in street clothes comes around corner from his room and exits downstairs. He listens ~~to~~ at doors in upper hall as he goes by. LIGHT IN AUNT'S ROOM

Scene 78. (After discovering the fakes)
Aunt comes out of her room and tears downstairs with the fake pearls in her hand.

Scene 81. (After Uncle goes to catch Gish before she leaves)
Chief, Assistant and Aunt enter with mysterious manner and exit into Gish's room.

Scene 83. (After Chief's assistant hides in Gish's room)
Chief and Aunt come from Gish's room - hear Gish and Uncle coming. Chief ducks around corner of hall back stage and out of sight. Aunt comes to foreground and calls downstairs, "here I am. Come on up." Extends arms to Gish.

[redacted] HALL (cont.)

Scene 85. Aunt on extending arms toward Gish. Gish with dog, parrot in box and bag, enters with Uncle. Aunt makes over Gish and sends her into her room. Gish exits, with dog, etc.

Scene 88. (After Gishes exit)

Aunt and Uncle have dispairing atttude. Chief comes out of hiding and exits downstairs. Aunt and Uncle go to Aunt's room.

Scene 96. (Gish determines not to stay over night)

Gish in rural costume, comes from her room with bag, parrot in box, and dog. Exits noiselessly downstairs. Assistant follows her.

SCENE PLOT

Upper Hall - BALCONY

Scene 90.

Percy listening to Aunt on lower floor explaining that the pearls are fakes - watches every move they make. He lies flat on his stomach - peers through palings. He eventually gets up and exits.

SCENE PLOT

GISH'S ROOM

Scenes 8, 12, 16, 40, 47, 49, 53, 82, 86, 95

Scene 8. Butler and Gish enter with dog, parrot in box and telescope bag. Butler exits. Gish opens the small box, exposing parrot. Gish gets over that she likes her new surroundings.

NOTE: Bath scene of Gish and parrot.

Scene 12. Dog on. Gish sees Stately Girl arrive and get out of car. Gish exits to upper hall.

Scene 16. Gish returns from upper hall where she watched the Stately Girl. Gish takes her dog on a piece of rope - imitates Stately Girl - exits with dog to upper hall.

Scene 40. Gish, dog and parrot. Gish dolling up as Carmen. Gets over Carmen mannerisms - reads note again and exits.

Scene 47. Percy enters. Dog growls at him. Percy grabs blanker from the bed - tries to smother the dog. He places the pearls under a sofa pillow at the foot of the bed. Uncle enters - asks what Percy is doing here. Percy says he came to take the dog out. Uncle tells him to get out. Percy exits. Uncle removes blanket from the dog. Dog growls and barks a bit. Uncle exits with his mind on Percy.

Scene 49. Percy enters - tries to get pearls from under sofa pillow. Dog won't let him.

GISH'S ROOM (Continued)

Scene 53. Percy on trying to get pearls from under sofa pillow. Gish enters in Carmen costume - concerned about dog. She sees Percy and realizes she must not be seen with the pearls on - takes them off - holds them behind her and drops them alongside the pillow under which the real pearls are hidden. Percy sees the ones she dropped and snatches them before Gish catches him. He tells her to put the dog in the garage. Gish tells him to get out. Percy exits.

Scene 82. Chief, Aunt and assistant enter and pick a spot for the assistant to Hide in. They leave assistant and Chief exits with Aunt.

Scene 86. (Gish is told to stay till morning)

Gish in rural costume, dog, parrot and bag. Gish enters. Assistant watches everything she does from his hiding place.

Scene 95. (continue Scene 86.)

Gish gets over disgust with household - decides to leave on her own hook - takes parrot, bag and dog and exits. Assistant follows her out.

SCENE PLOT

AUNT'S BEDROOM

Scenes: 45, 66, 72, 77

Scene 45. Percy on - working at combination of wall vault - gets it open - takes the pearls and exits.

Scene 66. (After the robbery)

Aunt on with housekeeper and maid who discreetly offer consolation. Policeman knocks on door and says that Chief wants them in the Library. All exit.

Scene 77. (After Gish has been sent home)

Aunt is on examining the pearls. She lets out a scream and runs out. (The pearls are fakes)

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C-14

The Ghost in the Garret

Gish, with dog and parrot, crossing fields on way to Aunt's home.

Title, introducing Gish.

Gish piloted by a policeman with motor cycle.

Title, "If Mrs.------ is your aunt, that's where she lives."

Gish knocking at door of Aunt's house.

Long shot Butler in hall.

Dog gets through door.

Gish outside door.

Butler and dog business in hall.

Aunt comes to see what the trouble is. Title introducing Aunt.

Dog chewing up mat.

Gish outside door knocking

Butler exits hall, leaving dog in possession, and comes around to exterior of door.

Clsoe up Gish explaining to butler.

Aunt comes into hall.
Dorothy is jerked violently into hall by leaded of dog.

Aunt and dog

Aunt trying to put Dorothy out.

Dorothy to Butler, "Tell her who I am"

Butler to Aunt, "She's your niece."
Aunt to Dorothy, "I did not expect to see you like this."

Dorothy to Aunt, "I knew you'd like me."

Aunt leads the way upstairs; Dorothy tussles with butler for her boxes; butler loses out, and follows.

Dorothy enters her room with aunt.

Dog chases butler out of room.

Dorothy to Aunt, "I have a surprise for you."

Dorothy opens box and takes out parrot. Title; "He can swear more than you can, I bet."

Dorothy playing with parrot.

Close-up of parrot.

Dorothy in pajamas capering around her room.

Dorothy disdainfully tossing her old clothes to one side.

Close-up of parrot.

Doroth sauntering around room, looks out window, sees society girl with poodle.

Dorothy on stair-landing looking at guests in drawing room.

Guests in drawing-room, girl showing off poodle.

Man dancing poodle on his knee.

Close-up of man with poodle.

Dorothy coming downstairs, leading bull-dog very much be-ribboned.

Close up man with poodle.

Close up poodle.

Doroth to Aunt, "I knew you'd like me."

Aunt taking Dorothy upstairs; Dorothy insists on butler letting her carry her box with parrot. Butler follows.

Dorothy enters her own room with auh

Dorothy swaggering around hall in imitation of society girl.

Bull dog makes a rush for poodle.

Panic in the drawing room

Percy enters. (Introduction of Percy)

Aunt begging Percy to take the situation in hand.

Percy sending Dorothy and dog outside.

Bill ~~enters~~ at typewriter. Introduction of Bill.

Percey asks Bill to amuse Dorothy.

Bill attempting to talk to Dorothy.

Dorothy turns Bill down; thinks he's a flirt, and runs.

Bill rushes after her.

Chase.

Bill catches up to Dorothy. Title. "I may be from the country, but I'm wise to you city guys."

Bill explains, "I'm your father's secretary."

Bill and Dorothy become friends on the spot and go walking.

Title ahead of love scene where Dorothy and Bill are looking out to sea.

Close up Dorothy and Bill by seaside.

Explanatory title where Doroth is telling of her home life.

Dorothy shows bruise on arm.

Dorothy's home.

Kids in bed

Close up one kid asleepe

Kid with doll, crying.

Close-up of Dorothy standing over crying baby, puzzled.

Close-up of Dorothy making faces to amuse youngster.

Close-up of youngster.

Close-up of Dorothy rocking baby.

Long shot mother coming from house.

Dorothy going to well for water, baby in one arm, jug in other.

Baby playing in grass.

Dorothy at well

Dorothy coming toward one house, struggling with jug of water and baby.

Jug falls and breaks.

Dorothy in dismay picks up pieces.

Mother standing in doorway sees the disaster.

Dorothy nervously coming to house with broken jug.

Mother coming to meet her with rod.

Dorothy terror-stricken sees with relief the sleeping kids and points to her mother not to wakmn them.

Mother chasing Dorothy.

Dorothy showing Bill the bruise.

Bill trying to comfort Dorothy

Dorothy evades a love scene by making light of her troubles.

Title introducing Uncle.

Aunt to Uncle; "Your niece is here; she brought a menagerie with her; she's got to go."

Bill and Dorothy with dog looking at haunted house.

Shot of haunted house

Shot of Dorothy and Bill; Title; "That house is haunted, every night at 12 o'clock the ghost walks all through the house."

Dorothy and Bill neare verandah of haunted house see mysterious looking man pass across verandah.

Uncle in office.

Bill and Dorothy coming toward house.

Enter room where Aunt is reclining in lounge chair.

Aunt sends Bill to Uncle.

Dorothy puts dog in garage, at aunt's command.

Uncle in office; Percy passes through office furtively; sees uncle, makes excuse of wanting to take his bag for him.

Dorothy and Aunt.

Aunt comes into uncle's office and sends him in to talk to Dorothy

Dorothy and Uncle embrace. Uncle to Dorothy; "They tell me you have been a very naughty girl."

Dorothy to Uncle; "I'm sorry."

Uncle to Dorothy; "You should be more dignified."

Dorothy promises Uncle she will be a lady.

Dorothy practising being a lady.

(Time should be specified here

(Bill in clown's costume waiting outside house. The Rendezvous.

Insert of note, getting over the masked ball.

Dorothy in Spanish costume meets Bill.

Bill admires her and tells her she needs a string of pearls.

Title suggesting that he has something which will make her costume more complete.

Dorothy in retrospect contrasts this with other Saturday nights.

Shot of Dorothy bathing the kids.

Cut back to Dorothy at wall - dreaming.

Bill puts pearls on her neck. Title; "These are the duplicates of a $50,000 string."

Percy stealing the pearls. Title; His real occupation.

Percy in Dorothy's room trying to muffle the dog.

Uncle comes in and finds Percy.

Percy to Uncle; "I was going to put this dog in the garage"

Dorothy comes into room, finds Percy who has come back for the pearls. Dorothy slips pearls under cushion.

Percy to Dorothy - "That dog ought to be in the garage."

Percy slips pearls from cushion to his pocket.

Dorothy goes back and gets other string of pearls.

Bill waiting.

Time lapse.

Aunt in hysterics, women around her.

Percy in conservatory, sneaking out.

Detectives detain Percy.

Uncle comes on scene. Uncle to Percy; "I always thought you were a thief."

Detectives searching Percy

Percy goes up to speak to Uncle and takes pearls from his pocket.

Chief of Detectives. "I must see everybody in the house."

Shot of boys and girls playing around on their way home from dance

Dorothy giving pearls to Bill.

Bill chasing Dorothy.

Servants being searched in conservatory.

Dorothy hiding from Bill

Policeman finds Dorothy, and Bill coming on scene, they are both taken to house.

Uncle consoling Aunt.

Title; "Now search everybody in the house again."

Bill and Dorothy being searched.

Pearls found on Dorothy

Bill claims that he stole the pearls.

Title; "She's not to blame; I did it."

Aunt instructing housekeeper. "Take this girl to the station tonight and send her home."

Housekeeper taking Dorothy away ~~in motor~~.

Percy to Uncle and detective. "We all make mistakes - I accept your apologies."

Dorothy and housekeeper going downstairs.

Dorothy explaining to uncle in downstairs hall. Affectionate good-bye.

Dorothy and housekeeper going out of house; Uncle looking after them sadly.

Dorothy going into garage to get dog.

Aunt rushes through house and downstairs.

Percy looking over railing of balcony.

Aunt; "These are not the real pearls; they are duplicates."

Uncle, Aunt and detectives in hall.

Dorothy getting into car outside.

Aunt sends for Dorothy.

Percy listening over railing.

Uncle rushes out to car. "It's all a mistake."

Dorothy and Uncle enter house.

Aunt at head of stairs waits for Dorothy and apologises profusely.

Percy downstairs listening and looking for pearls.

Somewhere here the detective is put outside Dorothy's window, Title; Watch every move she makes.

Title explaining what Percy is looking for.

Dorothy and aunt in room

Percy still looking for pearls.

Dorothy alone in room - lonesome and dejected.

Bill in jail.

Percy looking for pearls.

Dorothy decides that she would rather live in the country than with these people. Title getting this over.

Detective waiting outside house.

Dorothy making her exit.

Percy finding pearls in jardiniere.

Dorothy sees Percy, follows him.

Detective following them both

Two young people in masquerade costumes making love by a hedge.

Bill watching from jail window

Dorothy trailing Percy round haunted house. Where Percy goes in cellar entrance, title should be "The haunted house"

Crooks in haunted house

Title introducing croosk.

Percy and another crook enter.

Percy showing pearls to crooks.

Dorothy and dog outside door.

Crooks hears a noise. Go to investigate.

Dorothy seizes chance to rush upstairs

Detective enters hole and comes up-stairs cautiously, meets crook coming down and crook chases him

Percy and crook looking out of upstairs window at chase.

Murder of detective.

Carrying detective's body away.

Dorothy in haunted house getting into chest.

Dorothy and dog in trunk

One crook left alone on watch, other crook enters. Title. The Governor cannot get away with that stuff."

Crook and Percy in Percy's room

Dorothy in trunk.

Crook alone in downstairs rooms. "Smoky Joe" enters. Title; Get me some ham and aggs.

Percy and crook in room looking at jewels.

Crook playing solitaire.

Percy examining jewels with magnifying glass.

Crook downstairs eating

Dog in trunk smells food and gets restless. Crook alarmed at noise leaves room to investigate

Doroth gets out of trunk; steals food.

Crook comes back; finds food gone; nervous.

Parrot puts head out of trunk. "When do I eat"

Crook listens intently; looks around

Dorothy takes a candle and hides on landing.

Dorothy rushing through hall

Dorothy going up to garret.

Percy enters room. Dorothy gets behind sheet until he passes.

Dorothy goes into Percy's room. Crook with back to her says "Say, Governor, you got a dandy collection here."

Dorothy goes downstairs. Crook to darky cook, "Do you believe in ghosts?" This house is haunted."

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Crook and darky go looking for ghosts.

Dorothy comes from under furniture; takes white cover off chair, puts chair under table and takes its place.

Darky comes in; chair moves; Dary frightaned. Two other crooks enter. Title; "That fellow is in a bad way"

Insert of clock, hands pointing at 12.

Crooks frightened.

Insert showing works of clock striking 12.

Crooks getting panicy.

Other crook rushes into hall. The house if full ofghosts."

First crook in hysterics; other crook to dark. "Get him a little stimulant."

Daky goes out to chest; Dorothy moves toward him and scares him. Comedy of darky and ghost.

Dark enters room with crooks. Title; "It's out there now."

Darky and first crook in fits. Title "I'm as scared as you is"

Crook all in from fright,

Darky rushing through with whisky, sees moving chair again. "Get that chair"

Dorothy rushing upstairs.

Darky on knees praying

Dorothy in garret with dog.

Percy enters; First crook laid out. ~~Darkxxx~~ Darky on knees. Title, Darky to Percy. "I know you are a big moose, but you can't help me none."

Title, Percy to crook. "Better pack up and get out first thing in the morning."

Dorothy comes out from clock draped in sheet.

Darky and First Crook drinking.

Ghost stalking through hall.

Walks into room with crooks. Title "Don't leave me now"

Crooks shivering. Porter and darky clinging to each other.

Insert of crooks.

Ghost becomes very short. Other crook enters. Ghosts shoots up to height again.

Crooks shaking in hall.

Dorothy passes through hall.

Dorothy goes upstairs. Crooks tiptoe after and Dorothy goes in room where Percy is.

Per y scared.

Crooks coming upstairs.

Percy laid out with fear

Percy sees Ghost take pearls.

Dorothy running with pearls; Percy after her.

Dorothy barricades door f garret.

Crooks come out of hiding place and give chase.

Dorothy putting mattress against door; dog barking

Dorothy piling up more furniture.

Dorothy rushes to window; dog tearing at mattress to get out door.

Dorothy tearing up sheet.

Percy goes for help.

Percy gets cook, who is about to leave.

Percy giving ord rs to the darky cook.

Dorothy letting dog out of window.

Dog rushing across fields.

Percy and crooks at door.

Dog rushing across fields.

Dog barking at Uncle's door.

Percy and crook break door open

Dorothy runs from pursuit of Percy

Dog barking at Uncle's door.

Uncle comes to door.

Uncle reading note.

Percy finds Dorothy; she eludes him.

Parrot in garret.

Darky cook and the parrot.

Darky running from parrot.

Closeup darky and parrot. (Double exposed title here)

Uncle phoning for police. Title explaining.

Percy chasing Dorothy

The police on motor cycles Title; The police.

Uncle rushing to garage

Police arrive at house.

Close up uncle in motor.

Long shot auto speeding.

Police rushing into house

Uncle rushing into house

~~Darky~~ Darky escaping - dog at his heels.

Darky running through fields - dog after him.

Percy chasing Dorothy

Police to the rescue, as Percy grabs Dorothy.

Dorothy kisses policeman.

Uncle and Dorothy embrace.

Dorothy gives pearls to Uncle.

Shot of Uncle by seaside watching sail boat with Bill and Dorothy in it.

Shot of Bill and Dorothy in boat.

Insert of dog.

1. Lower Entrance:- Gray enters--over left foreground--exits back stage through stone arch

2. Rear Stairs:- Percy enters with Nally--they exit right over foreground

3. Lower Hall- Percy and Nally enter--go back stage--exit to dining room left side of hall

4. Dining Room-- Blake and Haegany on--playing cards

5. Smaller Figures--Dining Room:-

Blake and Haegany on--same action as close-up--Percy and Nally enter--gets over the pearls--about two crooks examine pearls--

6. Closer Shot-- Repeat action and repeat scene down to where they hear noise--

7. Lower Entrance:- Gish enters with Dog and Parrot--exits back stage through arch

8. Rear Entrance --Gish enters--upstairs without bag--comes to foreground--gets over that she hears something--looks around the corner--

9. Insert of Dog barking--

10. Interior Dining Room:- Crooks all on--hear noise--Nally and Haegany exit to hall--

11. Lower Hall:- Haegany and Nally enter from Dining Room Cut before they get to foreground--

12. Rear Stairs:- Gish on with Dog--she rushes upstairs

13. Dining Room:-Percy and Blake exit to hall--

14. Lower Hall:- Haegany and Nally on--comes to foreground--exit left--Percy and Blake enter back stage from Dining-Room--come down to foreground and cut-

15. Rear Stairs:- Haegany and Nally enter--cut before Badgely enters----

16. Cellar Entrance:-
Badgely enters--exits back stage through arch--

17. Rear Stairs:- Nally on--Badgely enters up the stairs--Hageany and Nally chase him out--all exit--

18. Lower Hall:- Percy and Blake exit over foreground-

19. Exterior Haunted House:-
Chase--Badgely followed by Nally and Haegany--
NOTE:- Camera set high shooting down with some weeds and bushes in the set--suggestion of haunted house on left.)

20. Exterior Window:-
Percy opesn window--Blake enters--

21. Murder Set:- Badgely enters followed by Haegany and Nally--Badgely gets back to wall--cut--

22. Close up :- Badgely with back to wall--takes off coat and makes attempt to put up fight-

23. Insert:- Haegany watches him and then slowly exits toward him--

24. Insert:- Nally pulls out stilletto--creeps up on him--out before Nally exits--

25. Murder Set:- Small Figures--
Nally, Haegany& Badgely on--Gish enters at window above them--continue scene until they carry Badgely out--Gish exits--

26. Window:- Blake on--gets over that the sight was depressing and exits--

27. Lower Hall:- Gish enters down stairs and exits back stage left--

28. Rear Stairs:-
Haegany and Nally carry Badgely up and exit right foreground--
NOTE:- Use As much of scene as possible after Gish makes her exit--don't use Gish at all in this scene.)

29. Dining Room:-
Gish enters through back stage door--exits into the chest--

30. Lower Hall:-
Blake enters over foreground left--goes back stage--Porey enters foreground right--Blake exits to Dining-Room--

31. Interior Dining Room:-
Blake enters--sits at table--

32. Insert of Gish in chest--

33. Lower Hall:-
Percy on--lights cigarette--Nally and Haegany ~~xx~~ carry Badgely in and exit up foreground stairs--Nally returns--talks to Percy for a second--both exit up foreground stairs--Haegany comes down stairs--exits to Dining Room--

34. Dining Room:-
~~Xxxxx~~ Blake on--Haegany enters--Blake tells him he doesn't like the looks of things--

35. Lower Hall:-
Percy comes down stairs--exits to Dining Room--through plat-form door--

36. Dining Room:-
Blake and Haegany on--Percy enters--Blake changes his attitude--starts boosting Percy--

37. Insert:- Percy with pearls--

38. Insert :- Blake telling Haegany lies--Iris in and out on Blake--put all in--

39. Dining Room:-
Percy puts pearls away--inquires who is on watch tonight--exits--

40. Lower Hall:-
Nally comes down foreground stairs--meets Meets Percy coming from Dining-Room--follows him to exit up back stage stairs--

41. Upper Hall:-
Nally and Percy enter--exit to Percy's room by back stage door--

42. Percy's Room:-
Nally and Percy enter--Percy gets out little casket of jewels and spreads them out on table--Nally lights candles--

43. Dining Room:-
Blake and Haegany on--have arguement--Haegany exits--

44. Lower Hall:-
Haegany comes from Dining-Room--exits up foreground stairs--is little worried--

45. Dining Room:-
Blake calls Porter--Porter enters with blanket wrapped around him--Blake orders mid-night lunch--Porter exits--Blake starts playing solitaire--

46. Insert:- Blake playing solitaire--

47:- Percy's Room:-
Insert of Percy examining pearls with magnifying glass--

48. Dining Room:-
Blake on--Porter enters with food--Porter exits--

49. Interior Chest:-
Gish having trouble with dog--

50:- Dining Room:-
Insert of Blake--hears noise--gets up--exits through back stage door--

51. Insert:- Gish in chest--exits from chest--

52. Dining Room:-
Gish gets out of chest--gets Blake's food--gets back into chest--

53. Insert:- Gish in chest--feeds food to dog--

54. Dining Room:-
Blake enters--misses his food--calls Porter--Porter enters--says he doesn't know anything about it--exits--

55..Insert:- Gish in chest--gets over she hears parrot talking--gives him piece of bread --

56. Insert of other end of chest:-
Close up parrot talking--'I'm hungry, too.'--
Gish gives him crust of bread (run scene full)

57. Dining Room:-
Blake hears noise--eventually exits to hall--

58. Lower Hall:-
Blake enters from Dining Room--searches around--
exits to Libraby--

59. Library:-
Blake enters--looks around--exits back stage--

60. Insert:-
Gish in chest--she peeks out of chest-- exits--

61. Dining Room:-
Gish gets out of chest--takes candle and exits--
to lower hall over right foreground---

62. Lower Hall:-
Gish enters through plat-form door--
Blake enters back stage--exits to Dining Room--
Gish enters back stage and exits back stage
stairs to the left--

63. Upper Hall:-
Gish enters --listens--at door and exits through
foreground door---

64. Attic:-

Gish enters--leaves dog and parrot--exits down
stairs again--

65. Upper Hall:-
Gish enters from attic--listens at back stage door--

66. Percy's Room:-
Percy in dressing robe--exits leaving Nally on-

67. Upper Hall:-
Gish hears him coming--gets under sheet covering clock--Percy enters and exits down stairs-- Gish exits into Percy's room--

68. Percy's Room:-
Nally on--examinging the pearls--Gsih enters--sees the pearls----

69. Insert:- Of the pearls--

70. Percy's Room:-
Insert of Nally talking--Gish becomes frightened--exits to hall without getting pearls--followed by Nally--

71. Upper Hall:-
Gish enters--hides under cloth covering clock--Nally enters--meets Percy--asks Percy if he just came in the room--Percy says "no"and exits into his room--Nally stalls and then follows him--Gish comes from under cloth and exits down stairs----

72. Percy's Room:-
Percy enters followed by Nally--they have a little conversation and Nally peeps into the closet--

73. Lower Hall:-
Gish comes down stairs--hurries back stage beside dining-room door--

74. Dining Room:-
Blake enters from hall--misses candle--Porter enters with tray going upstairs--Blake mentions candle to him--gets over that Blake is crazy--exits to hall--Blake stalls around a little while--follows him----

75. Lower Hall:-
Gish on--Porter enters with tray--Gish exits back stage right--Porter starts up stairs--Blake enters stops him--asks him if he believes in ghosts--Porter says "no" --Cut Here--

76. Library:-
NOTE:- Cut the first part of scene off where Gish enters through foreground door from hall.
Have Gish on back stage ju t coming down--she listens at foreground door--cut---

77. Lower Hall:-
Porter and Blake on--hear noise in library--Blake comes foreground--Porter puts down his tray--he and Blake exit to library--

78. Library:-
Gish on at door--gets under cloth covering table--Porter and Blake enter--they go back stage and exit left--examing things in the room-pictures etc., Gish comes out from under table--puts table under instead--puts chair cover over her head--poses as chair---

79. Lower Hall:-
Porter and Blake enter right-- Porter trying to bull Blake that he is not afraid--Blake exits right--Porter quickly follows him--

80. Library:-
Blake and Porter enter back stage left--they come down foreground--Porter thinks he saw a chair move--he is not sure--he exits frightened to hall--

81. Lower Hall:-
Porter enters from Library by foreground door--picks up tray--exits up rear stairs to the left--

82. Library:-
Blake enters back stage right just in time to see chair exit to lower hall--Blake sneaking down to foreground--

83. Lower Hall:-
Chair enters from Library-- moves real chair off stage and stands in its place--

84. Library:-
Blake exits---

85. Lower Hall:-
Blake enters--can't discover anything--exits to dining-room--

86. Dining Room:-
Blake enters--starts eating some bread distractedly--

87. Percy's Room:-
Nally preparing Percy's bath--says "good-night" and exits---

88. Lower Hall:-
Chair on--goes back stage--gets over that someone is coming--comes down stage--gets over thing--takes its original position--Nally enters back stage--Haegany foreground--they meet and talk--both exit to dining-room--

89. Dining Room:-
Blake on--Nally and Haegany enter--more whispering--Haegany exits--Blake asks Nally what is wrong--Nally says "Fellow upstairs died"--Blake nearly chokes on the bread he is eating--Nally exits--

90. Insert of dial of the clock--12:00~~xx~~ O'clock--

91. Insert of the mechanism of the clock striking--

92. Dining Room:-
Insert of Blake--as he hears it he counts each strike of the clock--he screams and exits--

93. Lower Hall:-
Hally enters from Dining-Room--passes up and out--
Blake enters--he begs Hally not leave him-- he and
Hally exit to library in struggle--

94. Library:-
Blake and Hallo enter--Blake falls on the floor--

95:- Lower Hall:-
Porter enters down stairs with tray--puts it on
chair and exits to library--

96. Library:-
Blake and Hally on floor--Porter enters curious--

97. Lower Hall:-
Chair leaves the wall and exits off stage--

98. Library:-
Blake, Hally and Porter on---Hally sends Porter
for whiskey--Porter exits--

99. Lower Hall:-
Porter enters--is about to pick up tray--two chairs
enter off stage--dance around--Porter screams--
chairs ~~have~~ stop--Porter tries to exit--chair follows
him--finally Porter does exit to library--chair goes
back stage right--

100. Library:-
Porter enters tells Hally about what he saw--about
chairs walking around--Hally exits to hall--followed
by Porter--

101. Lower Hall:-
Porter and Hally enter--search around a bit--
Hally ridicules the idea--

102. Library:-
Blake on floor--chair onto a back stage-- Blake
sees it--pulls his coat up over his head--

103. Lower Hall:-
Nally sends Porter out for whiskey--Porter exits--
to dining room--Nally exits to library--

104. Library:-
Blake on--Nally enters--Blake sees him--passes out--

105. Dining Room:-
Porter enters --goes back stage and returns with
whiskey--exits to hall--

106. Lower Hall:-
Porter enters suspicious of all the chairs--
exits to library---

107. Library:-
Blake and Nally on--Porter enters-- uts bottle on
floor--Nally tells him to bring up a chair for
Blake--Porter goes back stage--is about to take
hold of chair--chair walks right out--Porter
screams--comes down to foreground--drinks the
whiskey himself----- (Run Full)

108. Lower Hall:-
Chair enters and exits back stage up stairs left--

109. Upper Hall:-
Gish enters and exits to attice under chair cover--

110. Attic:-
Gish enters and takes chair cover off--

111. Upper Hall:-
Percy from room--exits down stairs----

112. Lower Hall
Percy comes down stairs and exits to library--

113. Library:-
Porter and Blake on--Nally standing--Percy enters--
he and Nally have a little talk--Nally exits followed

113. Library:-
Porter and Blake on--Nally standing--Percy enters--
He and Nally have a little talk--Nally exits
followed by P ercy--leaving Porter and Blake on--

114. Iris in Parkes at jail window--let scene run until he
sees something--

115. Smaller scene of same:-
Two lovers in fancy dress costume come to the fence--
have a little love scene--

116. Close up:-
Parkes at jail window--seeing this fade out on Parkes--

117. Upper Hall:-
Tall ghost comes from the clock and exits down
stairs--

118. Lower Hall:-
Tall ghost comes down stairs--exits to library--

119. Library:-
Insert Porter and Blake on floor--Porter gives
Blake whiskey and tries to revive him--they stand--

120. Library, smaller figures:-
Porter and ~~gim~~ Blake stand--Ghost enters--Blake
sees it--Porter doesn't see it but he kn ws it is
behind him by Blake's expression--Porter and Blake
exit under cloth covering table--
NOTE:- Follow this up with all the close-ups of
this business.)

121. Lower Hall:-
Nally enters down foreground stairs--exits to
library--

122. Library:-
Nally ente s and ghost comes from behind door---

123. Insert:- Nally's hair standing up--

124. Lower Hall:-
Nally backs into set and then exits back stage left—
Nally and Haegany enter and Haegany comes to
foreground—exits to library—

125. Library:-
Ghost on—Haegany enters—ghost shoots up in front
of him to full heighth—Haegany's hari stands up—

126. Lower Hall:-
Haegany backs into Nally and they hug each other
in the corner—

127. Library:-
Ghost exits——

128. Lower Hall:-
Haegany and Nally on—Ghost comes from library—
exits up staris—Nally and Haegany follow——

129. Upper Hall:-
Ghost enters and exits into Percy's room—

130. P ercy's room:-
Percy on—Ghost enters—Percy sees it—falls
backwards—

131. Insert Gish under cloth and reaches her hadn out to get
pearls—

132. Insert of pearls on table and Gish's hand comes in and x
gets them—

133. Smaller figures—Percy's Room:-
Gish starts to go—falls over the foot of the bed—
looses her cover——

134. Upper Hall:-
Haegany enters— listens at the door—hears the
fall inside—exits down stairs—

135. Percy's Room:-
Gish exits followed by Percy--

136. Upper Hall:-
Gish comes from Percy's room followed by Percy--both exit to attic--

137. Lower Hall:-
Nally, Haegany come down stairs--Nally exits back stage right--Haegany foreground to library--

138. Library:-
Haegany enters through foreground door--Nally enters through the back stage door--they bump--Nally punches Haegany and knocks him out of set--

139. Exterior of Murder set:-
Nally falls through window--

140. Library:-
Haegany on--exits toward window--Porter and Blake come from under cloth--Porter exits to hall--Blake exits toward window--

141. Murder Set:-
Haegany enters--tries to get out of window--Balke enters--gets out of window--exits--

142. Lower Hall:-
Porter enters from library--exits back stage by staris right--

143. Attic:- Gish enters followe by Percy--Gish locks door--starts piling chairs and furniture against door--

144. Insert:- Grey pushing door--

145. Smaller Figures:- Gish goes back stage--takes piece of card board--writes note on it--ties it around dog's neck--lets him out of window--

146. Exterior Window:-
Smaller Figures:- Dog being let down--

147. Exterior Window--Closer shot:- Camera gunning up:- Dog coming down.

148. Insert:- Dog reaches ground and exits.

149. Lower Hall:- Closer shot of stairs:- Porter comes down with dog and white hat--cut before Grey enters--

150. Upper Hall:- Grey comes from attic--calls downstairs to Porter--outs prop against door and exits downstairs--

151. Lower Hall:- Porter on---Grey enters--he and Porter exit, upstairs left--

152. Upper Hall:- Porter and Grey enter and exit to attic.

153. Attic:- Porter and Grey breaking in the room--Gish exits off stage left--Grey follows--

154. Exterior of sets:- Put in all scenes of dog running to and from the camera, Here.

155. Attic Set:- shooting through braces:- Gish and Grey enter and exit through same door--

156. Attic Set:- Porter on-- Parrot climbs up Porter's trousers Porter extis frightened--

157. Upper Hall:- Porter enters from attic--falls and exits leaving parrot on--

158. Lower Hall:- Porter enters down rear staris and exits over foreground left--without stopping--

159. Exterior of Aunt's Home:- Dog comes on barking at door--

160. Porch:- Clarke enters through screen door--goes back stage--gets over that he sees dog and exits through same door--

161. Exterior Aunt's Home:- Clarke comes on and goes to dog--gets note from dog and exits in--

162. Interior--Phone set:- Clakre comes on with note-phones and exits--

163. Attic Set:- Grey chases Gish through--they enter and exit off stage left--

164. Attic Set:- Shooting through braces:- Gish enters and gets on opposite sides of the bars from Grey--pushes bed spring and exits followed by Grey.

165. Insert :- Motor cops on the road--

166. Distance shot--haunted House:- Cops enters--dismount--exit--

167. Exterior Haunted House shooting through arch-- cops enter and exit--

168. Garage Set:- Clarke and Dog enter--exit into garage-- Packard comes out and exits--

169. Insert: Clarke driving car camera shooting through rear--

170. Servants stairs:- Porter enters--meets cops--all exit up stairs--

171. Distance shot--haunted house:- Clarke arrives--jumps out--exits--leaves dog on--

172. Close Shot of haunted House:- Porter enters back stage-- exits over foreground left---

173. Distance shot of haunted House:- Packard and motor cycles on--Porter enters--dog leaps out of Packard--chases him--

174. Field Set:- Porter enters in distance followed by dog-- falls a couple of times and exits over foreground right----

175. Attic Set:- Gish enters followed by Grey--cops enter-- grab Grey--

176. Attic Set--closer--Clarke enters--meets Gish--she shows him the pearls--iris out--

177. Iris in--Clarke in foreground by tree-- dog on--sailboat goes through set---goes out to sea--

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178. Insert Gish and Parks on Sailboat--Iris out--

179. Small figures:- WATER Set:- Sailboat in distance--
Clarke in foreground--Iris Out---

THE END

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THE MAN WHO STOLE THE GIOCONDA

------o---oOo---o------

A Flemish painter, a descendent of that generation of painters that gave the Court of the Popes, STANDARDO and ORIZZONTE.

A kind of a hermit. An ascetic in a garden of tulips.

Always intent upon mysterious studies, occult researches, metaphisical cogitations, and alchemy operations. To portray the features of his dead love, he extracted his colors from flowers. And to transfuse in the flowers the spiritual image of his love, he attempts to alchemize his picture transmuting it in living flowers, returning life to the flowers pressed.

The transformations of spirituality. The transubstantiation of perfect love. By what spiritual virtue is bred transubstantiated in the body of Jesus Christ, and the wine in blood?.....

There still lives in his Flemish town .....

Jan Joseph Vermeer

THE MAN WHO LOST HIS VISION.

This man, in the adoring contemplation of the Virgin in a wonderful altar picture, ascended to such fervor, and to such wondrous raptitude that he left his vision upon the picture. His eyes have since been void of vision. His eyes SEE, but they do not LOOK. From that day, the picture has had in itself something richer, a more brilliant light, -more intense pathos.

Peter Van Bleuven

ORIZZONTE, (as the Metaphisic allows himself to be called, in memory of his Ancestor, and for the longing of ITALIA BELLA and of Rome, City of the Soul), Orizzonte is ever attracted by this wonder mystery.

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MEETINGS WITH THE MAN WITHOUT THE VISION.

Long contemplations of the painting above the altar.

The tie between the REAL and the IDEAL. The spirituality that accumulates around the great art works, around the greatest human masterpieces. The thoughts, the sentiments, the thought flights, the dreams aroused by famous paintings, famous statues. The powerful human emanations that weigh upon the wonderful images and stretches to the immortal future their beauty and power.

Jan Joseph Vermeer has not only left his vision on that marvelous painting upon the altar, but also the best of his soul, and life.

Because, has he not transubstantiated himself in the divine image? By what wondrous art can such accumulated elements be recognized, isolated and brought back?

There is in the world a work of art, almost magic, that for centuries has fascinated Poets' imaginations. Generations of contemplators have created around it, aspiritual atmosphere of unbounded intensity. It is the GIOCONDA OF LEONARDO DA VINCI:

It is a small painted board, encased in a pretensious frame.

Is it not possible to separate that DEFINITE figure from the spiritual infinite that gravitates around her?

In what way is it possible to alchemise such spirituality, and bring it to an emblame of life? How, both alchemistically and metaphysically, can these innumerable ghosts of fascinated human minds, be forced to PRECIPITATE?

A precipitation of spiritual substances.

A coagulation of the spirit, diffused and confused.

Studies, Researches, Attempts. A frenzied obstinacy.

And through it all, the dominant thought of the Gioconda.

When ORIZZONTE, at last is inspired by the light of genius in his secret researches, he decides to steal the altar picture on which Vermeer left his vision.

The first experiment.

Meeting with THE MAN WITHOUT THE VISION.

Orizzonte can return his vision to him! Deep emotion of Vermeer. He does not want his vision returned. He is happy to have left it on the purple folds of the Woman of Paradise.

"I WILL RETURN TO YOU YOUR VISION".

"NO! YOU SHALL NOT COMMIT THIS SACRILEGE!"

The proud consciousness of having given something of himself to the masterpiece.

ORIZZONTE breaks into the Church and steals the painting.

He carries it to his secret laboratory.

The examination.

The beginning of the experiment.

The solemn moment.

And there, on the painted board is an undescribable evidence of life, an instantaneous palpitation, the beginning of a carnal transfiguration.....

The ascetic almost loses his senses, struck by the lightning of his discovery.

The principle has been found!!!!!!

The Flemish town that awakens.

The Tower Bells ringing alarm!

The Virgin is no longer on top of the altar.

The Faithful, crowding at the door of the Cathedral.

The Altar void of LIGHT.

The Rogation.

The MAN WITHOUT VISION at the foot of the desecrated altar.

His despair.

He runs to find Orizzonte.

His entrance in the secret laboratory.

He sees the Virgin.

His mute adoration.

His immediate realization that in the image a subtle change has taken place..... a "SOMETHING" undefinable.

His disdain, his wrath.

Inspired by the magic wave of genius, the transfigurator does not even hear him. He continues in his work.

"WAIT! WAIT! I WILL GIVE YOU BACK YOUR VISION."

Vermeer runs out, out of the door, into the old garden.

He presses his hands to his burning head. He throws himself on the ground, hiding his face in the Grass of God!

ORIZZONTE in the genial furor of the experiment, follows him, implacable. He grips him. He raises him, and forces from the throbbing eyes Vermeer's hands.

"I HAVE RETURNED YOUR VISION! YOUR EYES SEE!"

Vermeer staggers, his face bloodless.

"COME! COME!" cries the Ascetic, triumphant!

And he drags him in the room where the wonder has taken place!

Vermeer falls on his knees in front of the image, and realizes that something has changed, something has happened.

The splendor has diminished!

"GAZE UPON YOURSELF!" Orizzonte cries, placing a mirror in front of his eyes.

Vermeer looks. THE MAN WITHOUT THE VISION has regained it.

The Votive offering he had made to the Divine Creature has been returned to him.

He spring to his feet. He looks around. Among the various instruments of the researcher, he chooses a sharp long knife, ---and horribly, he blinds himself. He renews upon himself the desperate act of EDIPO.

The eye-pits bleed. The face bleeds, bowed before the IMAGE.

Mastering his horror, Orizzonte leans towards him and studiously gathers in a small cup a part of that sublime blood.

It is an "ELEMENT" of sublimation.

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The "PRINCIPLE" has been found. The studies continue, with a kind of mystic intoxication.

Spiritual substance CAN be alchemized - it can be converted in substantial apparitions.

The dominant thought of the Gioconda developes in firm determination.

Peter Van Diemen

The research, made with the blood of the blinded vermeer, leads Orissonte from experiment to experiment, to the discovery of the "perpetual element" of transmutation.

The secret is in the innermost depths of the human heart.

It needs be seeked, discovered and extracted.

One must seek it in a living heart, warm as in the first moment it is taken from the breast of living man.

The temptation.

The meantal ardor wins over the instinctive repugnance.

The sublimity of the research justifies the crime.

He premeditates the sacrifice and chooses the victim.

A young heart is necessary.

He thinks of his pupil, Antonio Van Diemen.

Hesitation.

Antonio is devoted to him, and he himself is much attached to Antonio.

Hesitation. Remorse.

As one inspired, during a moment of profound perturbation, he discloses his secret research to his pupil.

Immediate exaltation of the pupil's youthful spirit.

"TO ATTEMPT IT, IT IS NECESSARY TO HAVE THE HEART OF A MAN RECENTLY KILLED." BUT HOW? AND WHERE?"

"MINE" says the pupil.

Heroic offer to the transcendent.

How precious is a heart in which can be born a sentiment of such sublime sacrifice.

The offer to the anxiety of genius.

The Master weeps silently.

The sun streams into the magic laboratory from the great windows.

From the open door, the flower garden in bloom can be seen. Life is sweet to youth.

"I AM HERE" says the pupil.

He will sacrifice himself to a great creative act.

The Master embraces him. "Go, go and live."

"HERE I STAND" repeats the pupil "ECCE COR MEUM"

"YOU MUST GO. GO!"

"ONLY TO RETURN".

The next morning, Orissonte hears the noise of a spade in the garden.

He goes to the window.

Antonio Van Diemen is digging his own grave amongst the flowers, where his heartless body will be hidden.

When the Master reaches him, he has already taken the poison that kills without fail. Strychnine, of the clear minded agony, -strychnine that converts the brain in wondrous diamond, through which the terrible death is gased upon as in a mirage.

The Heroic dialogue.

The severe acceptance.

The operation, terrible and sacred.

Life is magic.

The heart is extracted.

The precious heart of the inimitable hero.

The research.

The "ELEMENT" is found.

Its name is CORDASTRUM.

Peter

Orissonte makes his first experiment on the painting of the VIRGIN.

The Painting adored by the MAN WITHOUT THE VISION.

The figure immediately takes "RELIEF"; it is like a subitaneous incarnation.

She separates herself from the painting. Moves away from it. L I V E S! For a few moments. Then vanishes.

In the painting remains the outline of the figure.

There is not a trace of apparition.

There is no OORDASTRUM Left.

Burial of the body without the heart, among the mass of flowers that wave gently in the breath of spring.

Precautions to hide the happening.

Vermeer, blind and with sockets healed, kneels before the empty picture. Unknowingly the blind man adores the empty space.

Within himself he gazes upon the LOVE to which he has made the double offering, the bloodless and the blood.

Orizzonte decides to steal the Gioconda, to make upon it his final experiment.

The journey to Paris.

The man of the magic secret in the immense tumult of the wicked city.

His first entrance in the LOUVRE MUSEUM.

He goes straight to the picture.

A group of admirers, of gazers, of dreamers, in front of the picture.
A spirituality that constantly renews itself.
The solitary lovers of the Gioconda.
The ecstatics fixed in the secular enigma.
The questions not answered. The wordless smile.
Mixed among the visitors, Orizzonte, searches, observes, premeditates.
He masters all the secrets of the Museum. He examines the corridors, the halls, the alcoves, the doors, the stairways.
He makes his figure familiar to the keepers.
He visits the whole building, always guided by the dominant thought.
In the plaster laboratories, he spies a young plasterer from Carrara, a young man he has often met in crossing the Visconti Court.

He questions him, with not suspectable curiosity, regarding certain crates containing bronzed plasters, ready to be shipped to Gabriele d'Annunzio who has taken refuge in the Lnade, among the Dunes of the Atlantic, in the country of the extreme Occident.
The name of the Poet is printed in big letters on the boxes.
Is he not one of the greatest lovers of the Gioconda.
From that moment the name of the Poet is associated in his mind with his great creative work.
And also the young man from Carrara is enlisted in it, and in whom Orrizzonte finds a strange resemblance to Antonio Van Diemen.
His dream fancies the heart of the sublime pupil come to life again within the harmonious Italian breast.

He decides to tie the artisan from Carrara - Castruccio Lunelli - to his difficult enterprise.

The work of persuasion, of subornation.

The preparation for the theft.

The research of the wherewith.

Having decided on the day, Castruccio and Orizzonte find themselves in the Louvre at the time of the closing.

In order to steal the picture, they must remain in the Louvre all night, deluding the vigilance of the guards.

Closing time.

Around the Gioconda, the usual group of lovers and admirers still lingers. Some seem so fascinated that they do not seem able to tear themselves from the ambigous smile. The keepers warn them of the lateness of the hour, shake them, and gently lead them towards the exit.

The spot of adoration and imagination finally remains deserted.

The two have ably hidden themselves among the folds of hugh red velvet curtains that are draped before a blind door.

They have not been observed.

The steps of the retreating keepers echo emptily through the halls and down the vast stairways.

Night in the Louvre.

The periodical rounds of the patrols, with lanterns.

The flashes of light on the pictures, on the gold of the frames.

Orizzonte has a blind lantern.

The final round of inspection of the patrol guard having passed, everything drops back into silence and darkness.

Orizzonte and Accomplice approach the Gioconda.
The light of the blind lantern on the image, that alone lives in the Enormous Shadow.

Orizzonte unhooks the painting, carefully.
Behond, it is a small, thin, -very thin- board that the slightest of impacts might shatter.
The August dawn brightens the Dormer-windows.
The hour in which the Museum will take on new life is approaching.

The arrival of the workmen who have charge of the constant repairing of the building.
The noise of doors opening.
Rare voices.
The first peal of the morning bells.

With a chisel, Castruccio opens the blind door on the man behind the red velvet curtains, after pausing to listen if the little service door at the foot of the small stairway had been opened or not. The lightle door opens upon the Visconti Court.
He has hidden at the bottom of the stairway two workmen's blouses and an old stable blanket.
Orizzonte carries carefully the wonderful picture. The blind door is made fast again by Castruccio.

The two put on the blouses. They envelope the precious board in the blanket.
With almost unbearable anxiety, they pause to listen.

They descend.

The door on the Visconti Court is closed but not locked.

They come out. Quiet and calm outwardly, unobserved.
Once on the street, they quicken their steps.

Orizzonte has decided to take the first train out of Paris bound for Bordeaux.

A stop in a BAR. (Continental version of the word). Vision of same, frequented by all kinds of people that either come from night life, or are early risers for along day's work.
They stop in a small, equivocal hotel where they change their clothes, and place the picture in a specially made suitcase.

The hour of the departure.
Vision of the shining rails that gleam and stretch towards all goals, in all directions.

In the Louvre. The empty place where the Gioconda hung. The frame empty, placed against the wall, on the ground.
The discovery of the theft.
The agitation of the Keepers.
The arrival of the authorities.
The first vain researches.
The questionings.
The closing of the Museum.

The mass of visitors at the doors.

The lightning news.

The desolation of the lovers of the Gioconda, -of Monna Lisa.

The run and the cries of the newsboys on the streets of the capital.

A young inspector of the Museum, romantic, with long hair, heartbroken, before the mystic space where the masterpiece used to be.

The train rushes towards Bordeaux.

Episodes in the compartment where are the two thiefs.

The mysterious suitcase.

The changing of trains for Arcochon.

The Pine Forests.

Sand.

Swamps.

The coming into sight of the Landa.

The wounded Pines.

The spruce (Pine Spruce) that drips in earthen jars. The intricate bush.

The lonely pathways.

The flashing of the Atlantic in the distance. The great mounds of pale sand. The primordial aspect of the wild country. The wind from the open.

A Hunting Party, led by the dogs, is galloping after a deer.

Amongst the riders, the exiled poet, and his mistress.

The return through the immense Pine Grove, towards evening. One of the usual summer fires reddens part of the Horizon, the dense smoke being caught strangely by the rays of the setting sun.

The woman stops at the gateway of her house.

The leave taking.

The poet re-enters the Parco of the great, isolated villa where he lives.

Villa of Basque Stile, with great drooping roof, with wooden balconies and verandas.

He dismounts from horseback.

It is now evening.

The ground room, a kind of vast hall, full of books, of plasters, pictures and beautiful things, for both work and dreams.

Servants bring soft, discreet lights.

Gabriele d'Annunzio lingers before a great, enormous window that opens on the inland water. The magnificent last moments of the sunset among the Dunes crowned by bent and twisted pines.

A servant brings a telegram on a silver platter.

It is a telegram from a friend in Paris, that tells him of theft ofthe Gioconda.

The message reads:

"This morning, at the Louvre, the Gioconda has been stolen. There is no trace of the thief. I give the sad news to the most noble lover of Monna Lisa".

The emotion of the poet.

He reads the telegram over and over again.

Only an oil lamp lights the room. The last soft evening light enters through the large windows.

Silence. Suspension. Mystery.

The poet is silent, absolutely still and thoughtful.

A servant enters to announce a visitor, and hands him a note.

"Do not repulse the fraternal spirit that knocks at your door. It is bringing you a marvelous secret.

Peter Van Blumen"

Instinctive perturbation. Dark premonitions.

The visitor is made to enter. Castruccio Lunelli remains outside on the main veranda, beside the open suitcase from which the picture has been taken.

Peter enters brining with him the parcel.

The meeting of the two.

Cautions.

Glances at the doors.

Low conversation.

"I BRING YOU THE GIOCONDA."

Surprise.

New cautions, that the secret may not pass the doors and the walls.

The anxiety to see the picture. He feels with his hands the hard surface of the board. The blanket slowly separated just a little. The apparition of the brow and eyes between the folds.

The poet takes his visitor up the stairway that leads to his workroom. Closes and locks the door.

They are alone. They are sure.

Orizzonte delicately unfolds the blanket. Takes the picture in his

hands. He approaches the lamp and holds it to the light. He shows it to the rapt Poet.

He examines the painting thoroughly.

Yes! It is the Masterpiece of Leonardo. It is the Gioconda of the Louvre. It is the Real Monna Lisa.

The account of Peter.

Peters Story.

The ardor that smoulders in the brains of the two men.

The room dominated by the silent smile.

The Young man from Carrara has remained outside, on the veranda, forgotten.

The August evening perfumed of Pine Spruce.

The sudden appearance of Sonia, the Poet's Mistress, a beautiful creature.

She is coming to dinner, at the usual time.

Coming suddenly upon the stranger, she gasps and utters a very little cry.

Who is he?

Timidity of the young man. He is dazzled. He stammers. He cannot answer. He does not know how to explain his presence.

Sonia enters. She calls her lover.

Nobody is around.

She goes up the steps.

She calls. She goes to the door of the workroom. She finds it closed.

She calls. Knocks on the door.

Peculiar anxiety. Impatience.

The voice of the Lover that answers from the room.

Inside the Poet cautiously hides the picture.

He opens the door.

Sonia rushes in as if to surprise something. She looks around.

She espies the stranger.

She intuitively scents a secret.

Peter is introduced as an inventor.....

Place especial relief in the woman's instinctive jealousy towards a "Secret" immediately scented.

Peter and Castruccio remain in the Villa, guests of the poet.

After dinner, Sonia refuses to be accompanied to her home, nearby. She remains, as many other times, a guest for the night. Place relief on her uneasiness, her suspicious curiosity.

She is in the love chamber. She undresses. She waits for her lover who has again entered his workroom with the unknown visitor.

The talk in the workroom. The picture, taken from its hiding place, is examined intensely. The two men breathe in the mental warmth of the moment.

Peter explains his researches.

The magic sense.

WILL, a magic instrument.

THE discovery of CORDASTRUM.

The metaphysical forces.

The experiment consists in commuting to breathing life the immense mass of human spirituality accumulated around the masterpiece.

If the experiment is to succeed, Monna Lisa must come to life, with soul and flesh. She will become a living creature, a complete human creature, abandoning the board where with paint and lines is encased her mystery.

The nocturnal exaltation of the two interlocutors.

Sonia is asleep on the bed. All of a sudden she awakes. She raises herself on her elbow. She looks around. She is alone. She calls her Lover's name. She is alone.

It is late.

She is perturbed.

She arises.

She goes up to the workshop, suspicious. He is perhaps working?

She approaches the closed door. She attempts to enter. It is locked.

She listens, suspicious and furious.

Inside the perturbment of the two men.

They sense the enemy. They hide the portrait, that for them, already is beginning to live a life deeper than lift itself.

The Poet opens the door.

Sonia enters, with almost involuntary impetus.

She looks around. She searches.

Peculiar silence; embarrassed silence of the two men.

Uncomfortable scene.

Sharp questioning of Sonia:

"WHO WAS HERE WITH YOU?"

"WHEN?"

"NOW, WHO WAS WITH YOU?"

She goes to the open window on the veranda as if to discover someone hiding there. -

The moonlit night on the great waters, on the great silence of the Sand Dunes on the Balck Pine Grove.....

Young Castruccio is seen wandering around the Park, deep in thought, perhaps thinking of the seashore of Luni..... Nostalgic sadness in the whole scene.

The Laboratory has been established in a separated bedroom of the villa. The mysterious "presence" that has an influence on the common life, on the every day acts.

Meetings between Castruccio and Sonia. The estatic admiration of the young Italian for the most beautiful creature.

The silent passion beginning to rage in his heart.

The perverse cunning of the woman, in which lives her anger and her suspicion towards the "Mystery" that has not been revealed to her.

Peter bowed before his secret work .....

The Poet in front of Gioconda, in attitude of intense meditation.

Peter tells the Master of the necessity of finding the element of "The Living Heart". The necessity of a victim.
The Accomplice in the theft, -the young plasterer from Carrara, is chosen.
The murder will take place in the Pine Grove, where he often loses himself in thoughtful wandering.
Reappearance of the image of Antonio Van Diemen,-of his sacrifice.

The Poet accepts the plan. And behind his condescendence to the plan, lies a hidden jealousy towards the melancholy young man.
His anxiety towards the completion of the experiments grows every day.
It seems as though he can hardly wait until it is accomplished. The dream of actually"seeing"the enigmatic creature, possesses him entirely.

Sonia's attempts to discover the secret.
It is a "Feminine" secret.
What is it?

She searches, she looks, she listens.
She overhears a few words, -which, like lightning, give her the suspicion that Castruccio Lunelli's murder is being planned.

Her uneasiness and her hidden anger grow.

Her Lover, the Poet, on the eve of the crime, passes the entire night without sleep, in the presence of the Gioconda, -of the woman without eyelashes.

Memory of the Man Without Eyelashes, (the man of the"Dead Fish Eye") that

at Fontanebleau had the picture of Leonardo in his bed room.
Did he sleep or did he lie awake, in the company of the magnetic image, - he the magnetic man?

In the first days of September in the Landa, the immense Pine Forests, after the ardors of the summer's vast fires break out.
At night.
The horizon is red.
The inland waters are reddened by its reflection.
During the day vast columns of smoke arise towards the sun.

Peter and the Master resolve to meet the young man in the Pine Grove, where he often goes wandering with the Nostalgic longing for the Pine Forest that blackened Italy's coast between the Apuane and the Tirreno.
It is evening.
The glare of the forest fires already attempt to singe the first evening stars.
The forest scented with burning spruce.
The incessant crackle of the fire is a place of passion and perdition.
The sharp and ardent breath of the flame.
The two are looking for their victim.
They know that he is attracted by the fire.
They go towards the fire.
The fire and a counter fire.
In order to fight the fire and to put it out, the woodsmen fire another zone, and with great green branches, women, men and boys, beat the flame, -fanning it, as if to push it towards the opposing flame. When they shall meet, the

one and the other, they will have nothing more to devour.
One and the other will find themselves before the zone already consumed,
and they will fall and die on the embers and among the ashes.
The great scene.
The strange demons that beat the savage fire and push it forward.
The pitch that fries and growls and houls amongst clouds of heavy black smoke.

Sonia, intoxicated with imagination, mad with perverse curiosity, vindictive and cold, has told the young Italian to meet her in the forest.
She has lured him with knowing provocations to the most desperate madness of love or desire.....

Sonia goes out alone on horseback.
She gallops in the forest towards the fire.
She loses herself in the intricate labyrinth.
She stops.
She looks for her way, and again gallops.

Castruccio wandering at the edge of the fire in the zone not yet aflame, where come great clouds of sparks, and the pine cones underfoot are popping from the heat.
The suffocating heat.
The glare.
From afar can be seen the counter fire advancing.
The forest animals arrive in their crazed flight, fleeing the double menace.
WOE to whom shall remain caught between the two fires, -without hope.

Sonia on horseback spies the figure of the young man black against the red background of the fire.

She recognizes him.

She calls.

The admirable Amazon leaps from her saddle.

She ties the horse by the bridle to a pine trunk.

Meeting of the two in that flaming and roaring hell.

The intoxication of the fire.

The intoxication of its aroma.

The sentiment of revenge.

The premonition of death.

Castruccio does not attempt to master his passion any longer, and Sonia has ceased hiding her pain.

A kind of lyric fatalism arising from far away dreams.

The symphony of sonorous flames.

The roar of the tirrential pitch.

The two kiss, embrace each other savagely.

They are two black phantoms on the background of the flames.

The horse tied to the tree frightened, neighs and prances.

The counter fire advances, beaten by the demon like mob, encouraging itself with hoarse yells.

Peter and the Master hasten among the pathways lighted by the blaze.

Theyhear the neighing horse.

They approach.

They see the horse tied to the pine.

It is Sonia's horse.

The search of the bushes.

It is like beating for a wild animal.

The thicket.

The impenetrable bush.

The call.

There is tragedy in the unbreathable air.

Sonia and the maddened youth appear.

Suddenly the research for the victim of a premeditated killing is changed in surprise of the lover and Mistress in furor of male against male.

Once more Peter will find the Cardostrom in a heart sublimed by a super-human sentiment.

The violent scene.

The Master throws himself on the young man, who at first moves as if to flee, while the woman attempts to interfere.

The fight.

The fight in the infernal zone between the fire and the counter fire.

The murder with a dagger.

The fire approaches.

The air full of sparks and smoke is unbreathable.

The horse tied to the pine, shys, terrorized.

He has entangled himself in the bridle.

He neighs.

The Master approaches, unties the horse, takes him by the bit and leads him away.

The two men hoist the body of Castruccio across the saddle. They hasten to run away from the fire.

Peter holds the horse by the bit, the horse attempting to free himself of the unfamiliar burden.

The other two follow.

The man drags the woman with maddened strength.

The jealousy that revives his dormant passion.

They both walk over the stains of blood.

They stop at the foot of a sand dune.

They unload the body.

The heart, warm, is taken out of the breast.

The horror of Sonia.

With instant strength she leaps to her saddle.

The horse rears,-

She launches in towards the fire and directs him between fire and counter-fire in the interval of death.

She is mad.

She disappears in a cloud of sparks and burning embers.

The horse and its rider black against the flame that is to envelop them.

The supreme rearing of the horse.

The woman rides the animal flamed.

The glaring disappearance.

The roaring of the fire.

A death like a barbaric queen.

The forest is death.

The death is forest.

The body is buried in a sand grave, and covered with the mobile sand from the top of the dune.

(The body, smeared with blood is descended to the foot of the great dune. Peter mounts to the top of the dune and allows the sand to avalanche underhis weight, which atalanche gently covers the body. The dune is his tomb.)

He will remain there forever, in the deserted landa, where only in their season will pass the woodsmen, in search of pine spruce and to renew the cut of the pines.

No one will ever discover it.

He is like the canal that has been covered by the sand transported by the simun of the desert.

The summer will never see his bones.

The return of Peter and the Master.

They carry with them their warm heart.

The haste of the transfigurator.

Alas! The house.

It is night.

The Laboratory.

The Cardostrum is again found.

The sublime moment.

The painted board is there.

The image immobile and inanimate is there.

The operation in the shadow.

The confused movements of the magic man.

Anxiety.

The anxious waiting of the Master.

He has lost his love.

Will he again find love?

He has nothing more.

He is the lover of the Gioconda.

The prodigy.

The animation of the image.

The live figure detaches herself from the painted board.

She places her feet on the ground.

It is the Monna Lisa of Giocondo.

She breathes.

She moves.

SHE LIVES.

SHE does not smile any more.

She is lost.

She is amazed.

On the painting without the figure remains the landscape of rocks, where the

tortous waters seem to perpetuate divinely the human smile.

"Is that you Messer Leonardo?"

The voice of the Gioconda!

"Monna Lisa has spoken!

She has begun to live again at the moment in which her painter came to give the last veiling to his painting."

The Florentine scene.

Leonardo in the act of painting.

The musicians with instruments accompany.

Their "Mute music".

Monna Lisa is posing.

Around her the familiar life.

Florence of the sixteenth century appears through the open window.

Wonder and raptitude of the lover of Monna Lisa.

Established, she regards the two men and their preculiar style of dress.

She does not understand.

She hesitates.

The Master asks Peter to leave him alone with the woman.

He has lost his love.

His love is burned.

It has been destroyed by the nocturnal fire.

He has suddenly, the love of his dream.

The love of his poem.

The enigma of the lines over which he had tired his spirit alas is transformed in breathing life and flesh.

"You shall never know why I smile."

He takes Monna Lisa by the hand and conducts her to the room where he has passed his nights with his mistress.

There is no communion.

The centuries stand between them.

The Gioconda has ceased smiling.

She has no more the mysterious smile that Leonardo extracted with music from that untaught and mediocre soul.

She is lost.

She is as if in a dream.

She seems to listen at times to the ravings of the poet, who carries in his soul all the weight of this incredible thing.

But she does not understand.

She refers from time to time to dear ones of her familiar existence.

She does not succeed in bridging the space of time, -the space of life - the great abyss.

Will he possess that woman?

He takes her by the hands, he kneels, he speaks words of seduction.

He begs.

He questions.

The anxious and substance interruption of so many years before the inexplicable image, he repeats to the incarnate figure.

In vain.

"For you, I have killed my love, -my last love, -for you, who are my only

love. I have tried to find you in all my loves. On all voluptous lips, I have tried to find your smile. You are alive and you breathe. You are alive and you speak. Or were you perhaps more alive when you did not breathe, -when you did not speak? Or were you nearer to me when you had behind your shoulders the inaccessible rocks and the tortous water. Answer! Answer! Let me know you. Let me possess you. I have given everything to the fire. I have given to the flame all my good and all my bad, just because you had been promised to me. I have buried all my life of passion and anxiety under the sand of the dunes. I have nothing more if not my dream. I have nothing more if not your prodigy. Tonight my bed is deserted. The other one has a bed of fire and ashes. Come!"

The mysterious smile —— questioned for centuries by dreamers, is forming itself once more on the face of the Gioconda.

She is slowly returning to the appearance of the painting.

As the revering Poet approaches that smile with his face lighted with emotion and places his hands on that insensible flesh, suddenly the figure dissolves and disappears.

The Poet attempts to follow her.

To detain her.

To grasp her.

In vain.

He falls on the carpet.

He despairs.

He arises.

He calls.

Peter enters.

There is no trace of the apparition.

They both run to the laboratory where the painting has been left.

Has the image returned on the background of rocks?

No! She has not returned.

The landscape is deserted. The background of rocks and waters seem to smile like Monna Lisa.

Has the image then been lost forever?

Will the world never dream again of the Masterpiece?

The sadness of the poet.

The horriable reality.

Where is Sonia?

Where are her ashes?

In the wind?

He returns to the place of the fire.

Everything has been burned.

Everything is ashes.

Desert of smoking ashes, broken her and there by charred sticks.

The wind causes small columns of ashes to lift and twirl. The slight columns tremble in the air and vinish on the wind.

No trace.

No trace.

Ashes.

Smoke.

Silence.

A small column of ashes, paler than all others arises, trembles and vanishes.

Is it Sonia's ghost?

He gathers a handfull of that ash.

Peter bids him farewell.

He does not despair to bring back the figure of Gioconda in the deserted painting.

He envelopes the beard in the old Woolen blanket.

He puts it back in the old suit case.

He leaves on a flat bottomed boat during the low tide.

He is on his way to an intermediate railway station, and he crosses the inland waters.

As the tide is low, a sailor carries him on his back up to the boat.

The Poet looks upon the departing guest, and sees him disappearing as if on clouds reflected in the waters.

He watches from the smooth wet sand in which have been impressed the traces of the man who carried the guest on his back.

The return of Peter to his home.

To his laboratory.

To his garden.

He resumes his researches.

Vermeer, the blind man, comes often to see him and sits silently.

He is present at the time when Peter cries out in seeing at last the Gioconda reappear on the background of rocks and waters.

Will he return the picture to the dreams of the world?

The journey to Paris.

The search for a man who will dare to take back the painting to the State.

The man is found.

The return.

(Follow the real happenings of the episodes,as they were written up in the newspapers of that day, for correct data.)

The painting back in its place, incased in its frame.

The emotion at the news.

The crowding at the doors of the Louvre.

The lovers of the Gioconda that return to find once more the lost smile.

The maddened Poet arrives, frenzied.

He pushes his way through the crowd.

His hands clinched.

He raises his fist and cries amist the agitation of the startled throng.

He has a hand full of the ashes from the far away fire.

He is mad.

He goes to the painting.

He faces it, maddened, and cries:

"I HAVE GIVEN EVERYTHING TO THE FIRE! HERE IS MY LOVE! HERE IS MY LOVE! HERE IS MY LOVE! "

And he flings on the inexplicable smile the handfull of cold ashes.

Agitation.

Indignation.

Tumult.

He is gripped by a hundred hands.

He is dragged away by force.

A young, long haired, poet picks the petals from a rose and throws the leaves toward the inexplicable smile.

"YOU SHALL NEVER KNOW WHY I SMILE."

Fiume, Italy.

June 30, 1920.

Conceived and written by

Gabriele d'Annunzio.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

FORM 3 IT

5-12-20-300,000 (26-7706)

FRANCHISE TAX ON BUSINESS CORPORATIONS

Every corporation incorporated prior to July 1, 1920, must make this report.

To STATE TAX DEPARTMENT, ALBANY, N. Y.

This report is DUE JULY 1, 1920, if the corporation made a report of net earnings to the United States Treasury Department before June 1, 1920, or if the corporation completed no fiscal year prior to July 1, 1920.

The report must cover the conditions and the entire net income for the corporation's last fiscal year ending on or before June 30, 1920.

Corporations filing reports with the United States Treasury Department after June 1, 1920, for a fiscal year ending before July 1, 1920, must file this report within thirty days after such filing.

Name of corporation David N. Griffith Corp.
(Exact corporate title)

Mail address % Victor Shaw Wyo

I make the following report of such company for the year ending **DECEMBER 31, 1919,** ~~or the fiscal year ending~~ ....., pursuant to Article 9-A of the Tax Law.
(Date inserted above must be the same as given in answer to (8) below)

(1) Organized December 31 st, 1913, under the Laws of Wy.

(2) Began business in New York December 31, 1913.

(3) If not incorporated under the laws of New York, has it been legally authorized to do business in New York State? —

(4) Authorized capital stock, $ 10,000 (5) Issued capital stock, June 30, 1920, $ 10,000
(If organized with shares without par value, insert the number of shares issued)

(6) Amount of average indebtedness for year, $.....

(7) Has your fiscal year been changed since July 1, 1918? No

(8) ENTIRE NET INCOME FOR THE YEAR ENDING **DECEMBER 31, 1919,** or the FISCAL YEAR (PERIOD) COMMENCING None AND ENDING....., as shown by its report to the UNITED STATES TREASURY DEPARTMENT without deduction for excess profit, normal income tax or the $2,000 allowed by the Federal Government as an exemption, $.....
(**Note:** The above answer must be based on the last report filed with the Federal Government for a period ending between July 1, 1919, and June 30, 1920, inclusive.)

(9) Dividends received from domestic corporations not personal service corporations, and dividends upon stock of foreign corporations taxable by the United States upon any portion of their net incomes, $ None

(10) State amount of interest received from Federal obligations and not included in item (8), $ None

(11) State the amount, if any, allowed by the Federal Government for losses sustained in prior years, $ None

(12) If the entire net income as first returned was changed by the Federal Government, state the amount of such entire net income as finally ☐ determined for the year ending None, 1916, $.....;
....., 1917, $.....; ....., 1918, $.....
(If no change made insert the word "None")

(13) If a corporation is not organized under the laws of any state within the United States it should return its entire net income, wherever earned, $ —

(14) If the amount reported is inaccurate, state the amount claimed to be correct, $ —

(15) Nature of business and how transacted Owns right of motion picture negatives which are not financially productive at present.

(16) Place, street and number where business is conducted 1476 B'way N.Y.C.

(17) State the city or town, street number and state where the company maintained any permanent store, warehouse, factory or other place of continuous business outside the State of New York during the year None

(18) Any corporation taxable hereunder may omit from this report the segregation of assets on page 2 *only* by signing the following consent:

I AM AUTHORIZED by the Board of Directors of this corporation to consent and I do hereby consent that said corporation be taxed upon its entire net income at 4½ per cent or upon its entire issued capital stock at one mill on the dollar, as provided by law.

Do not sign consent unless taxable by the State of New York on entire income or entire issued capital stock.

.....
.....
(Official title)

(19) Does this corporation own a majority of the stock of another or other corporations? No
If so, give name of each and amount held.....

(20) Is a majority of the stock of this corporation owned by another corporation? Yes If so, by what other?.....

(21) Did this corporation file a consolidated report with the United States Treasury Department? No

(22) Were its income and assets included in the consolidated report of another corporation? No
If so, name of corporation reporting the consolidated net income.....

(23) Give the names and net income or loss attributable to each corporation included in the consolidated report, and specify whether gain or loss. — $..... ..... $.....
..... $..... ..... $.....

(24) Has this corporation since January 1, 1917, either directly or indirectly, acquired by merger, consolidation or purchase, the major part of the assets or the franchise of any other corporation or corporations? No
If so, give name of each corporation and date of acquisition.....

THIS REPORT MUST BE VERIFIED ON PAGE FOUR

ALL QUESTIONS ON THIS PAGE MUST BE ANSWERED

SEGREGATION OF ASSETS

Note: This segregation must be made unless the consent under Paragraph 18, Page 1, has been signed.

TOTAL SEGREGATED ASSETS WHEREVER LOCATED

(a) Average total monthly value for the fiscal or calendar year of bills and accounts receivable arising from personal property sold by the corporation from merchandise manufactured by it within and without this state	$	
(b) Average total monthly value for the fiscal or calendar year of bills and accounts receivable arising from the purchase, or sale of, or trading in, personal property, or from services performed by the corporation, its officers or agents, excluding those arising in any way from advances or loans	$	
‡Average monthly value of all its real property wherever located (actual value)	$	
‡Average monthly value of all its tangible personal property wherever located (actual value)	$	NOT TO BE FILLED
Total	$	$
§Average total *actual* value of shares of stocks of other corporations owned by this corporation	$	$

ASSETS SEGREGATED TO NEW YORK STATE ONLY

(a) Average monthly value of bills and accounts receivable arising from personal property sold by the corporation from merchandise manufactured by it within this state	$	
(b) Average monthly value of bills and accounts receivable arising from personal property owned by the corporation and not manufactured by it within this state but sold by it or its agents and located within the state at the time of the receipt of the order	$	
(c) Average monthly value of bills and accounts receivable arising from the purchase or sale of, or trading in, goods, wares or merchandise not located at any place at which the corporation conducted a permanent or continuous business without the state and where the bills and accounts receivable arose from orders received or accepted by any officer or agent, or at any place of business, in this state	$	
(d) Average monthly value of bills and accounts receivable arising from services performed by any officer, agent or representative of the corporation connected with, sent from, or reporting, either directly or indirectly, to any officer located in this state or at any office located, owned, rented or occupied in this state	$	
‡Average monthly value of its real property within this State as detailed in this report (actual value)	$	
‡Average monthly value of its tangible personal property in New York State as detailed in this report (actual value)	$	NOT TO BE FILLED
Total	$	$
§Average total *actual* value of shares of stocks of other corporations owned by it and allocated to this State by rule below	$	$

‡ Real property and tangible personal property shall be taken at its actual value where located.

§ The value of shares of stock of another corporation owned by a corporation liable hereunder shall for purposes of allocation of assets be apportioned in and out of the State in accordance with the value of the physical property in and out of the State representing such share stock.

NOTE.— If the amount of the annual net income of any corporation taxable under this article as returned to the United States treasury department is changed or corrected by a commissioner of internal revenue or other officer of the United States, such corporation, within ten days after receipt of such notification of change or correction, shall make return under oath or affirmation to the Tax Commission of such changed or corrected net income upon which the tax is required to be paid to the United States.

DISTRIBUTION SCHEDULE

(Must be completed)

If the company's entire real and tangible personal property in this State is in one city, or in one town outside a city or incorporated village, the schedules below need not be made, but the name of the city or town, and of the county where located must be entered in panel.

City or town_____

Incorporated village_____

County_____

If the company has real or tangible personal property in an incorporated village (or villages) in this State the name of such village and the town and county where such village is located must be entered below, together with the value of such property.

Incorporated village of	In the town of	County of	Personal	Real
			$	$

(If more space is needed add a paster)

The values of real and tangible personal property in villages must be distributed to the proper TOWNS in the table below. Do not confuse the political subdivisions " incorporated village " and " town." Names of hamlets or postoffices other than incorporated villages are *not* wanted.

Schedule of Real and *Tangible* Personal Property in New York State by Cities and Towns		Personal, actual value	Real estate, actual value	Real estate, assessed value
City of	County of	$	$	$
City of	County of	$	$	$
City of	County of	$	$	$
City of	County of	$	$	$
Town of	County of	$	$	$
Town of	County of			
Town of	County of			
Town of	County of			
Town of	County of			
Town of	County of			

(If more space is needed add a paster)

NOTE CAREFULLY:

The segregation below need not be made by

1. Any corporation whose entire assets or business are in New York State.
2. Any corporation consenting under paragraph (18) of this blank.
3. Any corporation whose tax upon its entire net earnings would be greater than upon its issued capital stock at one mill, as apportioned under Article 9-A of the Tax Law.

SEGREGATION FOR ONE MILL TAX ONLY

ASSETS IN NEW YORK STATE		ASSETS OUTSIDE NEW YORK STATE	
(a) Average monthly bank and cash balance employed during the year	$	(a) Average monthly bank and cash balance employed during the year	$
(b) Average value of bills and accounts receivable during the year	$	(b) Average value of bills and accounts receivable during the year	$
(c) Average value of bonds, loans on call and other financial securities held, used or employed in New York during the year	$	(c) Average value of bonds, loans on call and other financial securities held, used or employed outside the State of New York during the year	$
Total of above	$	Total of above	$
Don't Fill R. E.	$	R. E.	$
Don't Fill P. P.	$	P. P.	$
	$		$

Grand total, $

PENALTIES

Any OFFICER making a fraudulent report becomes personally liable to a FINE OF $1,000.

The Law provides a PENALTY of not more than $5,000 for neglect or refusal to file this report.

FOR FAILING, THROUGH NEGLIGENCE, TO PAY TAX WHEN DUE:
Ten per cent of the tax due and unpaid plus interest at the rate of 1 per cent per month during the period in which it remains unpaid.

INFORMATION

The word " average " wherever it appears in this report has its plain, ordinary significance; neither the highest amount nor the lowest, but the mean.

In making report every space must be used except where the blank states that the spaces are not to be filled. Wherever no figures are to be inserted the word " none " should be inserted.

If there is no net income to be returned in answer to paragraph (8) do not use figures but insert the word " deficit " or " none."

New corporations which have NOT issued any capital stock PRIOR to July 1, 1920, MUST answer paragraph (5) by the word " NONE."

ALL CORPORATIONS MUST MAKE THIS REPORT EXCEPT THE FOLLOWING:

(1) Real estate corporations wholly engaged in the purchase and sale of and holding title to real estate for themselves (this does not include so-called real estate companies having leasehold interests only, or real estate agents or brokers).

(2) Corporations whose sole business consists of holding stocks of other corporations for the purpose of controlling the management and affairs of such other corporations, except such as are specifically subject to report under the provisions of subdivision nine of section two hundred and eleven of the tax law.

(3) Transportation, transmission, heating, lighting and power corporations, insurance companies, banks, savings banks, trust companies and other corporations taxable under Sections 184 to 189 of the tax law inclusive.

WHEN AFFIDAVIT SHOULD BE FURNISHED:

Any corporation which has never issued any stock or has disposed of all its assets and abandoned its charter must file an affidavit equivalent in substance to form 30 of this department which will be supplied upon request. Simply to write " out of business," " never began business," " dead," et cetera, is not a sufficient compliance to relieve from the penal provisions of the statute.

Checks to pay taxes should not be sent to this department in any case. All taxes are payable to the State Comptroller but check should not be sent to him until a bill is received.

AFFIDAVIT OF PRESIDENT, VICE-PRESIDENT, SECRETARY OR TREASURER

STATE OF NEW YORK,
County of NEW YORK } ss.:

On this 30th day of JUNE A. D. 192 0, personally appeared before me, a Notary Public in and for the County of New York, ALBERT H. T. BANZHAF, Sec. & Treas. of the above named company, who, being duly sworn according to law, did depose and say that the foregoing report is just, true and correct and that it includes a true statement of the annual net income of said company for the year.

Albert H T Banzhaf

SECRETARY & TREASURER
(Official title)

Sworn to before me the day and year aforesaid.

Gertrude Klemmer

Notary Public, Kings County N. Y.
Clerk's No. 189 Register's No. 1077
Certificate filed New York Co. No. 191
New York County Register's No. 1268
Commission expires March 30, 1921

NAMES AND MAIL ADDRESS OF OFFICERS

President David W. Griffith
~~2476~~ Broadway,
New York City

Secretary Albert H. T. Banzhaf
2 Rector Street,
New York City.

Treasurer Albert H. T. Banzhaf
2 Rector Street,
New York City

FORM 3 IT

FILE WITH
STATE TAX DEPARTMENT
ALBANY, N. Y.

TAXATION OF CORPORATE FRANCHISES UNDER ARTICLE 9-a OF THE TAX LAW

DAVID W GRIFFITH CORP
2 RECTOR ST.
NEW YORK CITY

REPORT DUE JULY 1, 1920

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

The Minutes of Special Meeting of Board of Directors of UNITED ARTISTS CORPORATION held July 1, 1920 at the offices of Corporation, 9th floor of 729- 7th Avenue, N.Y.C. at four o'clock P.M.

PRESENT Messrs Hiram Abrams, Dennis F. O'Brien, Nathan Burkan, A.H.T. Banzhaf and Loring R. Hoover: also Mrs. Charlotte Pickford.

The Secretary stated that the meeting was called pursuant to the following waiver of notice:-

WAIVER OF NOTICE:.

We, the undersigned, being all of the Directors of the UNITED ARTISTS CORPORATION do hereby waive all notices of every kind and character pursuant to the By-Laws and the Laws of the State of New York required for the calling of a Meeting of the Board of Directors of this Corporation, and do hereby consent to hold such meeting upon the first day of July, 1920, at four o'clock P.M., at the offices of the Corporation- 729-7th Avenue, New York City- and to transact all business which may come before the meeting at that time.

HIRAM ABRAMS

NATHAN BURKAN

DENNIS F O'BRIEN

LORING R HOOVER

ALBERT H BANZHAF

DENNIS F. O'BRIEN stated that as a result of a negotiation conducted by MR. NATHAN BURKAN, representing D. W. Griffith, Charles Chaplin, Gladys Mary Fairbanks, Douglas Fairbanks and the United Artists Corporation, and LORING R. HOOVER representing WILLIAM G. MCADOO, Mr. McAdoo had submitted to the representatives of the above parties and the Corporation a proposal to sell all of his common stock in the Corporation and all of his right, title and interest in and to the motion picture rights of the dramatic composition known as "ROMANCE", and the motion picture made therefrom, in consideration of the return to him of a certain note dated January 9th, 1920, for seventy thousand dollars ($70,000.) given to the Corporation, and the release of Mr. McAdoo from all and every liability and obligation of every kind, nature and description assumed or incurred by him in connection with his acquiring an interest in the aforesaid "ROMANCE" motion picture and motion picture rights, and to hold him harmless from any and all liability hereinbefore assumed by him and to procure the consent of the Central Union Trust Company to the cancellation and return of said note, and the release of the United Artists Corporation of any liability on the part of Mr. McAdoo to it, pursuant to that transaction, and the payment of the sum of twenty five thousand dollars($25,000): and, that Mr. Abrams as President and Mr. O'Brien as General Counsel had conferred with F. J. Leary, Vice-President of the Central Union Trust Company, and had procured the consent of that Corporation to the return of Mr. McAdoo's

note.:

WHEREUPON, a resolution was made, seconded and unanimously adopted that the proposal of Mr. McAdoo be accepted on behalf of the Corporation, provided it were also accepted by the representatives of the other parties to the "ROMANCE" transaction.

MR. BANZHAF, on behalf of D. W. GRIFFITH, expressed the acceptance of Mr. Griffith to the proposal: MR. BURKAN, on behalf of CHARLES CHAPLIN, expressed the acceptance of Mr. Chaplin; CHARLOTTE PICKFORD, on behalf of GLADYS MARY FAIRBANKS, expressed the acceptance of Gladys Mary Fairbanks: DENNIS F. O'BRIEN, on behalf of DOUGLAS FAIRBANKS, expressed the acceptance of Mr. Fairbanks.

The following resolution was made and unanimously adopted:

RESOLVED, that the officers of this Corporation be and they are hereby authorized to enter into a contract with William G. McAdoo, David W. Griffith, Charles Chaplin, Gladys Mary Fairbanks and Douglas Fairbanks for the acquisition by this Corporation of all the right, title and interest of Mr. McAdoo, in and to the "ROMANCE" motion picture and motion picture rights and to assume all the obligations and liabilities of every kind, nature and description of Mr. McAdoo assumed or incurred by him in connection with his acquisition of an interest in said "ROMANCE" motion picture and motion picture rights and to agree to hold said Mr. McAdoo harmless on account thereof, and they are hereby further author-

ized to cancel and return the promissory note of Mr. McAdoo for Seventy Thousand Dollars($70,000) held by this Corporation, and to release hin from all liability thereunder.

MR. HOOVER DID NOT VOTE ON THE ABOVE RESOLUTION.

The following resolution was also made and unanimously adopted:

RESOLVED, that the act of Hiram Abrams, as President, and Dennis F. O'Brien, as General Counsel, in surrendering the notes of D. W. GRIFFITH, CHARLES CHAPLIN, GLADYS MARY FAIRBANKS, and DOUGLAS FAIRBANKS, dated January 9th, 1920, each for the amount of seventy thousand dollars($70,000) to the Central Union Trust Company as collateral to its so-termed "ROMANCE" NOTE, be ratified and approved.

MR. ABRAMS reported that Mr. GRAY, brother of MR. GRIFFITH, had negotiated for the sale of the motion picture rights of "ROMANCE" for the British Isles for the sum of eighty thousand dollars($80,000) and that the moneys derived therefrom would be paid to the Central Union Trust Company and be credited against the so-termed "ROMANCE" NOTE.

MR. LORING R. HOOVER tendered his written resignation, as Director to the Secretary, and the same was read and accepted:

WHEREUPON. a resolution was unanimously adopted expressing the sincere appreciation of the Corporation for the services rendered by MR. HOOVER as Director.

MRS. CHARLOTTE PICKFORD was duly elected to fill

the vacancy caused by MR. HOOVER and took part in the balance of the meeting.

A plan was presented for extra compensation to the heads of the various departments of the United Artists Corporation, the plan being submitted by Mr. Abrams. The same was discussed and referred to MR. DENNIS F, O'BRIEN, as General Counsel, and a resolution was made, seconded and unanimously adopted that the President be authorized to place the same, with such modifications as MR. O'BRIEN would recommend, in operation, and to notify the employees of its adoption.

MR. O'BRIEN reported the progress concerning negotiations with CHARLES BRYANT, husband of MME. NAZIMOVA; also with JOHN BARRYMORE and his attorney, MR. STERN.

The question of compensation for General Counsel was presented to the meeting, and it was determined that Mr. BANZHAF and MR. BURKAN should confer with MR. O'BRIEN and recommend to the President what would be a fair compensation to pay to MR. O'BRIEN, and if that should meet with the approval of MR. ABRAMS, then the amount recommended should be fixed as the compensation of MR. O'BRIEN as General Counsel for the ensueing year -- that is, from May 1st, 1920.

MR. BURKAN stated that he had settled the action pending brought by DANIEL V. ARTHUR for commission relative to the "ROMANCE" contracts for One Thousand Two Hundred Fifty Dollars($1,250.).

A resolution was made, seconded and unanimously adopted confirming that settlement.

MR. O'BRIEN stated that ordinarily such services should be performed by the General Counsel, but on account

of DANIEL V. ARTHUR having consulted with MR. MALEVINSKY, who is associated with MR. O'BRIEN in the practise of law, thus disqualifying MR. O'BRIEN and his associates from taking charge of this litigation, he thought that whatever compensation paid to Mr. Burkan for the services rendered should be deducted from the annual retainer to him. This was agreeable to all present and so ordered.

There was no further business to come before the meeting, so tha meeting adjourned.

SECRETARY.

No Taxes

$150000 00/100

New York July 1st 1920

On September 13th 1920 after date We promise to pay to the order of D. W. Griffith One hundred and fifty thousand Dollars at Central Union Trust 42nd Street Branch New York

Value received Without Interest

D. W. GRIFFITH, INCORPORATED

D W Griffith President

No. Due. W Upson Treasurer

$10,000.00

Trustees Expenses

July 1, 1921 19

On October 30th, 1921 after date We promise to pay to the order of D. W. Griffith

Ten Thousand and No/100 ---------- Dollars

at Central Union Trust Co., 42nd St. Branch, New York City.

Value received with interest at per cent per annum.

No. Due 10/30/21

D. W. Griffith, Inc.

President

$190000 00/100

New York July 1st 1920

On or before August 31st 1920 after date We promise to pay to the order of D. W. Griffith One hundred and ninety thousand 00/100 Dollars at Central Union Trust Co 42nd Street Branch New York

Value received

D. W. GRIFFITH, INCORPORATED

D W Griffith President

No. Due. W Upson Treasurer

$150,000.00

New York July 1st, 1920

On Demand after date We promise to pay to the order of D. W. Griffith

One Hundred and Fifty Thousand and No/100 ---------- PAID Dollars

at Central Union Trust Co., 42nd St. Branch, New York City.

Value received with interest at per cent per annum.

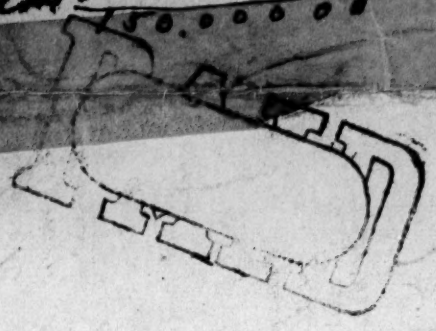
No. Due On Demand

D. W. GRIFFITH INC.

D W Griffith President

D. W. Griffith

Paid 6/15/20 41.405.97
" 9/15/20 41.405.97
" 7/1/20 957.29
" 11/10/21 41,405.98
125,175.21
Paid 3/12-2014 Bal. 18,556.45
$143,731.66
Paid 4/13-2147 5,749.72
Settle Jan 1920
Bal 4/15 offered 149,781.38
Balance due = 150.000.00



41,405.98
18,556.45
5749.72
65,712.15
1,318.62
66,730.77

150,000.00
143,731.66
$6,268.34

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Paid 11/7/20 #3000.-
" 11/20 8000.-
" 1/18 3000.- ck 1809

DWG

5/11- 21,467.32 Tot.

D. W. GRIFFITH COLLECTION
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Paid 5/11/21 21.467.32
10/27/21 100,000.00
" 10/31/21 28,532.68
150,000.00

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REVERSE SIDE OF
PREVIOUS DOCUMENT

Central Union Trust Co
Matters.

July 1st 1920.

Mr. C. R. Berrian,
Vice-President, Central Union Trust Co.
80 Broadway,
New York City.

Dear Mr. Berrian:

In reply to your favor of the 30th inst. I enclose herewith policy of Travelers Insurance Co., Hartford, Conn. #361,365 amount $150,000. on the life of David W. Griffith, which policy has been assigned to your Company by Mr. Griffith under date of the 25th day of June last, duplicate original of which assignment has been forwarded to the home office of the Travelers Insurance Co. at Hartford, Conn.

Also beg to advise that the annual premium on said policy which is due June 6th 1920 for the sum of $1,803. has been paid.

Relative to the fire insurance, beg to advise that the negative of "Way Down East" is now being segregated into what is termed the first and second negatives. The one will be placed in an absolute fire-proof vault separate and apart from the other, and said other negative will also be placed in a separate, absolute fire-proof vault. We have two such vaults at the Studio which are separate and apart from each other and separate and apart from any other buildings on the premises. Fire insurance is covered by a blanket policy.

I enclose herewith copy of loan agreement which please execute and return to me.

Very truly yours,

AHTB GD
Encs.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
J.Y.G.WALKER H.M.POPHAM
J.V.B.THAYER C.R.BERRIEN
F.J.FULLER F.B.SMIDT
F.J.LEARY B.A.MORTON
M.FERGUSON, VICE-PREST. & SECY.
H.M.MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK July 1, 1920

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City, N. Y.

Dear Mr. Banzhaf:-

Although your letter of July 1st was delivered in person, with the documents to which it referred, I wish to acknowledge in this way the receipt of your letter, together with the Travelers Insurance policy referred to therein, and with the assignments attached, and I note your other advices about the payment of the premium and about the matter of fire insurance. The copy of the loan agreement was executed and delivered to you in person.

Very truly yours,

C R Berrien

Vice President.

CRB/MH
Banking.

Romance

United Artists Corporation

414 Ferry Street
Pittsburgh, Pa.

July 1, 1920

Banzhaf & Pembleton,
2 Rector Street,
New York City, N. Y.

Gentlemen:

Attention Mr. A. H. T. Banzhaf.

In reply to your letter of June 24th, will say that this office will comply strictly with your request and use our best endeavors to see that Mr. Griffith's name is not used in connection with "Romance". Any advertising turned out by this office will read "Doris Keane in Romance".

We appreciate fully your kind expression with reference to work at this office in booking "Broken Blossoms", and assure you it is the height of the ambition of each member of the Pittsburgh Staff to be a one hundred percent unit in the success of Mr. Abrams.

Thanking you, we are,

Yours very truly,

UNITED ARTISTS CORPORATION

C. E. Mahoney

Sales Manager

CEM/MC

July 1st 1920.

Coates & Burchard, Co.
Room 3808 Woolworth Bldg.,
New York City.

Attention of Mr. Small.

Gentlemen:

Confirming our telephone conversation we wish you to write us a special letter adding to the appraisement of the land the value of a right-of-way across the property known as the Greacen property; this right-of-way permitting us to build electric light lines to connect with our Studio. The value of this right-of way is $18,000., This is being done with the knowledge and consent of Messrs. Counselman & Co. and Bertram-Griscom & Co.

Please write this letter to Mr. D.W. Griffith, but address the same to J.C. Epping, c/o D.W.Griffith Studio, Mamaroneck, New York.

We shall very much appreciate you giving this matter your very early attention as this matter is important to us.

Very truly yours,

D.W.GRIFFITH STUDIO

By J.C. EPPING

JCE:GD

MUSEUM OF MODERN ART FILM

D. W. GRIFFITH, INCORPORATED

Incorporated under the Laws of the State of Maryland.

By-Laws.

July, 1920.

BY-LAWS

OF

D. W. GRIFFITH, INCORPORATED.

ARTICLE I.

MEETINGS OF STOCKHOLDERS.

SECTION 1. *Annual Meetings.* The annual meeting of the stockholders of the Corporation for the election of directors and for the transaction of such other business as may properly come before the meeting shall, after the year 1920, be held at twelve o'clock noon on the first Monday of April, in each year, if not a legal holiday under the laws of the State of Maryland, and if a legal holiday, then on the next succeeding day not a legal holiday under the laws of said State. All such annual meetings shall be general meetings, open for the transaction of any business within the powers of the Corporation, without special notice of such business, except in any case where special notice may be required by the laws of Maryland or where the vote or consent of holders of Class A stock is required by any of the provisions of Article E of the Certificate of Incorporation of the Corporation. If the election of directors shall not be held on the day designated herein for any annual meeting, the meeting may be adjourned from time to time for periods not exceeding thirty days each, or if not so adjourned, the board of directors shall, as soon thereafter as may be, call a special meeting in lieu of and for the purposes of such annual meeting. At such adjourned or

special meeting the stockholders may elect the directors and transact other business with the same force and effect as at an annual meeting duly called and held.

SECTION 2. *Special Meetings.* A special meeting of the stockholders may be called at any time by the President or by a majority of the board of directors, or by a majority of the executive committee. Upon the request in writing delivered to the President or Secretary or any director of the Corporation, of the holders of a majority of all the shares outstanding and entitled to vote, it shall be the duty of the President, Secretary or such director to call forthwith a meeting of the stockholders. Such request shall state the purpose of the meeting and notice thereof shall be given as required in Section 4 of this Article I. If the person to whom such request in writing shall have been delivered shall fail to issue a call for such meeting within three days after the receipt of such request, then the stockholders owning a majority of the shares entitled to vote may do so by giving fifteen days' notice of the time, place and object of the meeting by advertisement inserted in a newspaper published in the City of Baltimore, Maryland.

SECTION 3. *Place of Meeting.* All meetings of the stockholders of the Corporation shall be held at the principal office of the Corporation in the City of Baltimore, Maryland, or at such other place or places in the State of Maryland as may be designated from time to time by the board of directors.

SECTION 4. *Notice of Meetings.* Written or printed notice of each meeting of the stockholders, whether annual or special (except as to any meeting or meetings called by the stockholders as provided in Section 2 of this Article I), shall, at least ten days before the day on which

the meeting is to be held, be given to each stockholder of record of the Corporation entitled to vote at such meeting by leaving the same with him, or at his residence or usual place of business, or by mailing it, postage prepaid, and addressed to him at his address as it appears upon the books of the Corporation; and in case of any meeting or meetings called by stockholders (as provided in Section 2 of this Article I), fifteen days' notice of the time, place and object of the meeting shall be given by advertisement inserted in a newspaper published in the City of Baltimore, State of Maryland. Notice of every meeting shall state the place, day and hour of such meeting, and the notice of any special meeting shall state briefly also the business proposed to be transacted thereat. No business shall be transacted at any such special meeting except that specially named in the notice without the consent of all the stockholders of the Corporation at the time entitled to vote thereon. Notice of the time, place and/or purpose of any meeting of stockholders may be dispensed with if every stockholder entitled to vote shall attend in person or by proxy, or if every absent stockholder entitled to vote shall, in writing filed with the records of the meeting, either before or after the holding thereof, waive such notice. Notice of any adjourned meeting of stockholders need not be given. Every stockholder of the Corporation shall furnish to the Secretary of the Corporation, from time to time, the post-office address to which notice to him of every kind may be mailed. If any stockholder shall fail or decline so to furnish his post-office address to the Secretary it shall not, except as otherwise may be required by statute, be necessary to give him notice of any meeting of the stockholders or any other notice whatsoever. Except as otherwise provided by statute, notice of any meeting of the stockholders shall not be required to be given to any stockholder who is not entitled to vote upon any matter upon which action is to be taken thereat.

SECTION 5. *Quorum.* At all meetings of the stockholders of the Corporation, a majority of the shares outstanding and entitled to vote, present in person or by proxy, shall constitute a quorum for the transaction of business. In the absence of a quorum, a majority in interest of those present in person or by proxy and entitled to vote may adjourn the meeting to a date not more than thirty days later. At any such adjourned meeting at which a quorum may be present any business may be transacted which might have been transacted at the meeting as originally called.

SECTION 6. *Order of Business.* The order of business at all meetings of the stockholders shall be as determined by the chairman, subject to the approval of a majority in interest of the stockholders present in person or by proxy at such meeting and entitled to vote thereat.

SECTION 7. *Organization.* At all meetings of the stockholders, the President, or, in his absence, the Vice-President, or, in the absence of both the President and Vice-President, a chairman chosen by a majority in interest of the stockholders of the Corporation present in person or by proxy and entitled to vote, shall act as chairman, and the Secretary of the Corporation, or, in his absence, any person appointed by the chairman, shall act as secretary.

SECTION 8. *Voting.* At each meeting of the stockholders, every holder of stock of the Corporation of any class shall be entitled to one vote on such matter for each share of such class of stock of the Corporation held by him and registered in his name on the books of the Corporation at the time of such meeting; but no shares shall be voted by any stockholder if any installment due thereon

to the Corporation shall have been duly called and shall be overdue and unpaid, nor shall the Corporation, directly or indirectly, vote any shares of its own stock. Shares standing in the name of fiduciaries may be voted by them, and fiduciaries may, upon proof of title and qualification, vote the shares standing in the name of any person for whom they are authorized to act as executor, administrator, guardian, trustee or committee. A pledgor before sale shall be deemed to be the holder of his shares for the purpose of voting the same. At all meetings of the stockholders, all matters (except those the manner of deciding which is expressly regulated by statute and except as otherwise provided in these by-laws or in the Certificate of Incorporation of the Corporation) shall be decided by the vote of a majority in interest of the stockholders of the Corporation present in person or by proxy and entitled to vote thereat, a quorum being present.

SECTION 9. *Proxies.* The votes of any stockholder may be given by such stockholder in person or by his proxy appointed by an instrument in writing, subscribed by such stockholder, or his duly authorized attorney, and delivered to the secretary of the meeting, but no proxy which is dated more than three months before the meeting at which it is offered, shall be accepted, unless such proxy shall, on its face, name a longer period for which it is to remain in force.

SECTION 10. *Voting by Ballot.* Upon a demand at any meeting of the stockholders for a stock vote upon any matter by any stockholder entitled to vote upon such matter at such meeting, such stock vote shall be taken at such meeting, or at such other time as shall be determined by vote of a majority in interest of the stockholders present or represented or entitled to vote thereat upon such matter. A stock vote shall be by ballot and each ballot shall

be signed by the stockholder voting, or in his name by his proxy, if there be such proxy, and shall state the number of shares voted by him.

SECTION 11. *Concerning Validity of Proxies, Ballots, etc.* At every meeting of the stockholders, all proxies shall be received, and taken in charge of, all ballots shall be received and canvassed and all questions touching the qualification of voters, the validity of the proxies, and the acceptance or rejection of votes, shall be decided by the secretary of the meeting, unless tellers or inspectors of election shall have been appointed by the board of directors, in which event such tellers shall pass upon such questions and qualifications.

ARTICLE II.

BOARD OF DIRECTORS.

SECTION 1. *General Powers.* Except as otherwise provided by statute or by the Certificate of Incorporation, the property, affairs and business of the Corporation shall be managed by the board of directors.

SECTION 2. *Number, Term of Office and Qualifications.* The number of directors shall be six. Each of the directors of the Corporation named in its Certificate of Incorporation shall continue in office until the annual meeting of stockholders to be held in the year 1921, and until his successor shall have been duly chosen and qualified, or until he shall resign, or until he shall have been removed in the manner provided in this Article II. Thereafter the directors shall be elected annually and each director shall continue in office until the annual meeting held next after his election and until his successor shall have been chosen and qualified, or until he shall

resign or shall have been removed in the manner hereinafter provided. Directors need not be stockholders.

SECTION 3. *Election of Directors.* At all meetings of the stockholders for the election of directors at which a quorum is present, the persons receiving the greatest number of votes shall be the directors. Such election shall be by ballot.

SECTION 4. *Organization.* At all meetings of the board of directors, the President, or, in his absence, the Vice-President, or, in the absence of both the President and Vice-President, a chairman chosen by a majority of the directors present, shall act as chairman, and the Secretary of the Corporation, or in his absence, any person appointed by the chairman, shall act as secretary.

SECTION 5. *Resignations.* Any director of the Corporation may resign at any time by giving written notice to the President or to the Secretary of the Corporation. Such resignation shall take effect at the date of receipt of such notice, or at any later time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6. *Vacancies.* In case any vacancy shall occur in the board of directors because of death, resignation, disqualification or any other cause deemed sufficient by the board of directors (including vacancies caused by an increase in the number of directors, but excluding vacancies caused by removal), the board of directors at any regular or special meeting thereof may elect a director to fill such vacancy; and if such vacancy shall not have been so filled prior to the next meeting of the stockholders thereafter occurring, the stockholders may at such meeting elect a director to fill such vacancy. Should the member-

ship of the board of directors at any time fall below the number necessary to constitute a quorum, then a special meeting of the stockholders shall be called by the President, and such number of directors elected thereat as may be necessary to bring the board of directors to its full membership.

SECTION 7. *Place of Meeting, etc.* The board of directors may hold its meetings, at such place or places within or without the State of Maryland, as the board may from time to time determine.

SECTION 8. *First Meeting.* On the Monday next succeeding each annual election of directors, if not a legal holiday in the place where the meeting is to be held and if a legal holiday, then on the next succeeding business day at the same hour, the board of directors shall meet for the purpose of organization and the transaction of other business at one o'clock in the afternoon, at the place where the last regular meeting of the board of directors of the Corporation was held. Notice of such meeting need not be given. Such first meeting may be held at any other time or place, which shall be specified in a notice given as hereinafter provided for special meetings of the board, or in a consent and waiver of notice thereof signed by all of the directors.

SECTION 9. *Regular Meetings.* Regular meetings of the board of directors shall be held at one o'clock in the afternoon on the second Monday in each month. If any of said days shall be a legal holiday at the place where the meeting is to be held, then the meeting which would otherwise be held on that day shall be held at the same hour on the next succeeding business day at said place. Notice of regular meetings need not be given.

SECTION 10. *Special Meetings; Notice.* Special meetings of the board of directors shall be held whenever called by the President or by one of the directors. Notice of each

such meeting shall be mailed to each director, addressed to him at his residence or usual place of business, at least three days before the day on which the meeting is to be held, or shall be sent to him at such place by telegraph or cable, or be delivered personally or by telephone, not later than two days before the day on which the meeting is to be held. Notice of any meeting may be dispensed with if every director shall attend in person, or if every absent director shall, in writing filed with the records of the meeting, either before or after the holding thereof, waive such notice.

SECTION 11. *Quorum and Manner of Acting.* A majority of the board of directors shall be necessary to constitute a quorum for the transaction of business at any meeting and, except as otherwise provided by statute or in these by-laws or in the Certificate of Incorporation of the Corporation, the act of a majority of the directors present at any such meeting, at which a quorum is present, shall be the act of the board of directors. In the absence of a quorum, a majority of the directors present may adjourn the meeting from time to time until a quorum be had. Notice of any adjourned meeting need not be given. The directors shall act only as a board and the individual directors shall have no power as such.

SECTION 12. *Removal of Directors.* Any director may be removed, either with or without cause, at any time, by the affirmative vote of a majority in interest of the stockholders of record of the Corporation entitled to vote for the election of directors, given at a special meeting of the stockholders called for the purpose; and the vacancy in the board caused by any such removal may be filled by the stockholders at such meeting.

SECTION 13. *Fees.* The board of directors may determine what fees, if any, directors shall be entitled to receive for attending meetings of the board of directors or of the executive committee.

ARTICLE III.

EXECUTIVE COMMITTEE.

SECTION 1. *How Constituted and Powers.* The board of directors may, by resolution passed by a majority of the whole board, designate two or more of their number, one of whom shall be the President, to constitute an executive committee, who shall serve during the pleasure of the board, and may delegate to said committee any or all of the powers of the board of directors in the management of the business and affairs of the Corporation, including the power to authorize the seal of the Corporation to be affixed to all papers which may require it.

SECTION 2. *Organization, etc.* The President shall be *ex-officio* chairman of the executive committee and the Secretary of the Corporation shall act as its secretary. The committee shall keep a record of its acts and proceedings and report the same from time to time to the board of directors.

SECTION 3. *Meetings.* Regular meetings of the executive committee, of which no notice shall be necessary, shall be held on such days and at such place as shall be fixed by a resolution adopted by the vote of a majority of the whole committee. Special meetings of the committee may be called by the President, or by any member of the committee. Notice of each special meeting of the committee shall be mailed to each member of the committee addressed to him at his residence or usual place of business at least one day before the day on which the meeting is to be held, or shall be sent to him at such place by telegraph, or be delivered personally or by telephone not later than two days before the day on which the meeting is to be held. Notice of any such meeting may be dispensed

with if every member of the committee shall attend in person, or if every absent member shall, in writing or by telegram, filed with the records of the meeting, either before or after the holding thereof, waive such notice.

SECTION 4. *Quorum and Manner of Acting.* Unless otherwise provided by resolution of the board of directors a majority of the executive committee shall be required to constitute a quorum for the transaction of business, and the act of a majority of those present at a meeting at which a quorum is present shall be the act of the executive committee. The members of the executive committee shall act only as a committee, and the individual members shall have no power as such.

SECTION 5. *Vacancies.* Any vacancy in the executive committee shall be filled by a vote of a majority of the whole board of directors. During the temporary absence of a member of the executive committee the remaining members may appoint a member of the board of directors to act in his place.

ARTICLE IV.

OFFICERS.

SECTION 1. *Number.* The officers of the Corporation shall be a President, a Vice-President, a Secretary and a Treasurer, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article. One person may hold the offices and perform the duties of any two of said officers except those of President and Vice-President; but no officer shall execute, acknowledge or verify any instrument in more than one capacity, if such instrument be required by law or these by-laws to be executed, acknowledged or verified by any two or more officers.

SECTION 2. *Election, Term of Office and Qualifications.* The officers of the Corporation shall be elected annually by the board of directors. Each officer, except such officers as may be appointed in accordance with the provisions of Section 3 of this Article, shall continue in office until his successor shall have been duly elected and qualified, or until he shall resign, or shall have been removed in the manner hereinafter provided. The President and the Vice-President shall respectively be and remain directors of the Corporation during their respective terms of office.

SECTION 3. *Subordinate Officers, etc.* The board of directors may appoint such other officers, committees or agents as it may deem necessary, including one or more additional Vice-Presidents (who need not be directors), one or more Assistant Treasurers, and one or more Assistant Secretaries, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these by-laws or as the board of directors or executive committee may from time to time determine. The board of directors may delegate to any officer or committee the power to appoint any such subordinate officers, committees or agents.

SECTION 4. *Resignation and Removal.* Any officer may resign at any time by giving written notice to the President or to the Secretary of the Corporation. Such resignation shall take effect at the date of receipt of such notice, or at any later time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any officer or agent other than the President may be removed, either with or without cause, by the vote of a majority of the whole board of directors at special meeting of the board called for the purpose, or, except in case of any officer elected by the board of directors, by any committee or superior officer upon whom such power of removal may be conferred by the board of directors.

SECTION 5. *Vacancies.* A vacancy in any office because of death, resignation, removal, disqualification or any other cause, shall be filled for the unexpired portion of the term in the manner prescribed in these by-laws for regular appointments or elections to such office. In the case of officers elected or appointed by the board of directors the vacancy may be temporarily filled by the executive committee pending the meeting and action of the board of directors.

SECTION 6. *The President.* The President shall be the chief executive officer of the Corporation and shall have general supervision over the business of the Corporation and over its several officers. He shall preside at all meetings of the stockholders and of the board of directors and of the executive committee. He shall have power to sign, with the Secretary or any other officer of the Corporation thereto authorized by the board of directors, certificates of stock of the Corporation; shall sign and execute, in the name of the Corporation, all deeds, mortgages, bonds, contracts or other instruments authorized by the board of directors or by the executive committee, except in cases where the signing and execution thereof shall be expressly delegated by the board, or the executive committee or by these by-laws to some other officer or agent of the Corporation; he shall annually prepare a full and true statement of the affairs of the Corporation, which shall be submitted at the annual meeting of the stockholders and filed within twenty days thereafter at the principal office of the Corporation in the State of Maryland, where it shall during the usual business hours of every business day be open for the inspection of every stockholder of the Corporation, and, in general, he shall perform all duties incident to the office of President, and such other duties as from time to time may

be assigned to him by the board of directors or the executive committee.

SECTION 7. *The Vice-President.* At the request of the President, or in his absence or disability, the Vice-President shall, subject to the control of the board of directors and of the executive committee, perform all the duties of the President, and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President; pro vided, however, that the Vice-President shall act as a member or as chairman of any standing committee of which the President is a member or chairman *ex-officio,* only at the request of the President, or when so designated by the board of directors. He shall also have power to sign with the Secretary or any other officer of the Corporation thereto authorized by the board of directors any or all certificates of stock of the Corporation; and shall perform such other duties as from time to time may be assigned to him by the board of directors or the executive committee.

SECTION 8. *The Secretary.* The Secretary shall:

(*a*) Keep the minutes of the meetings of the stockholders, of the board of directors and of the executive committee in books provided for the purpose.

(*b*) See that all notices are duly given in accordance with the provisions of these by-laws and as required by law.

(*c*) Notify in writing by registered mail within three days after each election of directors the persons who receive the majority of the votes cast for directors as such meeting of the fact of their election.

(*d*) Have power to sign, with the President or Vice-President or other officer thereto authorized by the board of directors, certificates of stock of the Corporation, unless otherwise provided by resolution of the board of directors.

(*e*) Be custodian of the records and of the seal of the corporation and see that it is affixed to all stock certificates prior to their issue and to all documents the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these by-laws.

(*f*) Keep a register of the post-office addresses of each stockholder, which shall be furnished to the Secretary by such stockholder in accordance with the provisions of Section 4 of Article I of these by-laws, and make all proper changes in such register, retaining and filing his authority for all such entries.

(*g*) See that the books, reports, statements, certificates and all other documents and records required by law are properly kept and filed.

(*h*) In general, perform all duties incident to the office of Secretary, and such other duties as from time to time may be assigned to him by the board of directors or the executive committee.

SECTION 9. *The Treasurer.* The Treasurer, if it be so ordered by the board of directors, shall give a bond for the faithful discharge of his duties in such sum, and with such sureties, as the board of directors shall require. He shall:

(*a*) Have charge and custody of, and be responsible for, all funds and securities of the Corporation, and deposit all such funds in the name

of the Corporation in such banks, trust companies or other depositaries as shall be selected in accordance with the provisions of Article V of these by-laws.

(*b*) At all reasonable times exhibit his books of account and records, and cause to be exhibited the books of account and records of the corporations all of whose stock, except directors' shares, is owned by this Corporation, to any of the directors of the Corporation upon application to him during business hours at the office of the Corporation, or such other corporations, where such books and records are kept.

(*c*) Render a statement of the condition of the finances of the Corporation at all regular meetings of the board of directors, and a full financial report at the annual meeting of the stockholders, if called upon so to do.

(*d*) Receive, and give receipt for, moneys due and payable to the Corporation from any source whatsoever.

(*e*) In general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the board of directors or the executive committee.

SECTION 10. *Salaries.* The salaries of the officers shall be fixed from time to time by the board of directors, and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the Corporation.

ARTICLE V.

CONTRACTS, CHECKS, DRAFTS, BANK ACCOUNTS, ETC.

SECTION 1. *Contracts, etc. How Executed.* The board of directors or the executive committee, except as in these by laws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances; and, unless so authorized by the board of directors or the executive committee, or by the provisions of these by-laws, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable pecuniarily for any purpose or to any amount.

SECTION 2. *Loans.* No loans shall be contracted on behalf of the Corporation and no negotiable paper shall be issued in its name, unless authorized by the vote of the board of directors or the executive committee. Such authority may be general or confined to specific instances.

SECTION 3. *Checks, Drafts, etc.* All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the board of directors or of the executive committee.

SECTION 4. *Deposits.* All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositaries as the board of directors or the executive committee may select or as may be selected by any officer or

officers, agent or agents of the Corporation to whom such power may from time to time be delegated by the board of directors or the executive committee; and for the purpose of such deposit the President or Vice-President, or the Treasurer, or the Secretary, or any other officer or agent to whom such power may be delegated by the board of directors or the executive committee, may endorse, assign and deliver checks, drafts and other orders for the payment of money which are payable to the order of the Corporation.

SECTION 5. *General and Special Bank Accounts.* The board of directors or the executive committee may from time to time authorize the opening and keeping with such banks, trust companies or other depositaries as the board or the executive committee may select of general and special bank accounts, and may make such special rules and regulations with respect thereto, not inconsistent with the provisions of these by-laws, as they may deem expedient.

SECTION 6. *Proxies.* Unless otherwise provided by resolutions of the board of directors, the President may from time to time appoint an attorney or attorneys, agent or agents of the Corporation, in the name and on behalf of the Corporation to cast the votes which the Corporation may be entitled to cast as a stockholder or otherwise in any other corporation any of whose stock or other securities may be held by the Corporation, at meetings of the holders of the stock or other securities of such other corporations, or to consent in writing to any action by such other corporation, may instruct the person or persons so appointed as to the manner of casting such votes or giving such consent, and may execute or cause to be executed in the name and in behalf of the Corporation, and under its corporate seal or otherwise, all such written proxies or other instruments as may be necessary or proper to evidence the appointment of such attorneys and agents.

ARTICLE VI.

SHARES AND THEIR TRANSFER; EXAMINATION OF BOOKS.

SECTION 1. *Certificate of Stock.* Certificates for shares of the stock of the Corporation shall be in such form as shall be approved by the board of directors. Every owner of stock shall be entitled to a certificate certifying the number and kind of shares owned by him, which shall be signed by the President or a Vice-President, and by the Secretary or an Assistant Secretary, or if the board of directors or executive committee shall so determine, by the Treasurer or an Assistant Treasurer of the Corporation, and sealed with its corporate seal. Certificates of Class A and of Class B stock shall be numbered in the order of their issue and shall contain such recitals as are appropriate or as may be required by law.

SECTION 2. *Transfer of Stock.* Transfers of shares of the stock of the Corporation shall be made only on the books of the Corporation by the holder thereof, or by his attorney thereunto authorized by a power of attorney duly executed and filed with the Secretary of the Corporation, or its transfer agent, if any, and on surrender of the certificate or certificates for such shares. A person in whose name shares of stock stand on the books of the Corporation shall be deemed the owner thereof as regards the Corporation.

SECTION 3. *Lost, Destoyed and Mutilated Certificates.* The holder of any stock of the Corporation shall immediately notify the Corporation of any loss, destruction or mutilation of the certificate therefor, and the board of directors may in its discretion cause a new certificate or certificates to be issued to him, upon the surrender of the mutilated certificate, or in case of loss or destruction of the certificate, upon satisfactory proof of such loss or

destruction, and the deposit of a bond in such form and amount (not exceeding double the value of the stock represented by such certificate) and with such sureties as the board may require.

SECTION 4. *Regulations.* The board of directors may make such rules and regulations as it may deem expedient concerning the issue, transfer and registration of certificates for shares of the stock of the Corporation. It may appoint one or more transfer agents or registrars of transfers or both, and may require all certificates of stock to bear the signature of either or both.

SECTION 5. *Closing of Transfer Books.* The stock transfer books of the Corporation may be closed by order of the board of directors for a period of not exceeding twenty days next preceding the day fixed for any annual or special meeting of the stockholders, and may likewise be closed for the payment of any dividend for a similar period next preceding the day fixed for such payment. In lieu of providing for the closing of the books against transfers of stock as aforesaid, the board of directors may, if they deem it advisable, fix a date, not exceeding twenty days preceding the date of any meeting of the stockholders or any dividend payment date, as a record date for the determination of the stockholders entitled to notice of and to vote at such meeting, or entitled to receive such dividends, as the case may be; and only stockholders of record on such date shall be entitled to notice of and to vote at such meeting, or to receive such dividends, as the case may be.

SECTION 6. *Examination of Books.* The board of directors shall, subject to the laws of the State of Maryland, have power to determine, from time to time, whether and to what extent and under what conditions and regu-

lations the accounts and books of the Corporation, or any of them, shall be open to the inspection of the stockholders; and no stockholder shall have any right to inspect any book or document of the Corporation, except as conferred by the laws of the State of Maryland, unless and until authorized so to do by resolution of the board of directors or of the stockholders of the Corporation.

ARTICLE VII.

SEAL.

The board of directors shall provide a corporate seal, which shall be in the form of a circle and shall bear the name of the Corporation and words and figures showing that it was incorporated in the State of Maryland in the year 1920.

ARTICLE VIII.

FISCAL YEAR.

The fiscal year of the Corporation shall end on the 31st day of December in each year.

ARTICLE IX.

AMENDMENTS AND SUPPLEMENTARY BY-LAWS.

These by-laws or any of them may be altered, amended or repealed and new by-laws may be adopted at any annual or special meeting of the stockholders by the affirmative vote of the holders of a majority in interest of the stock of the Corporation at the time outstanding and entitled to vote at such meeting. The board of directors shall have the power to make, alter and repeal additional and supplementary by-laws not inconsistent with the foregoing by-laws, but any such additional or supplementary by-laws may be altered or repealed by the stockholders in the same manner as the foregoing by-laws.

July 1, 1920.

D. W. Griffith, Incorporated,
Room 1615, 2 Rector Street,
New York City.

Dear Sirs:

We have your letter of July 1, 1920, and the enclosures therein mentioned.

We beg to advise you that we accept the proposition thereby made and confirm the agreement therein expressed.

Very truly yours,

Connaliman & Co

The first meeting of the Board of Directors of D. W. GRIFFITH, INCORPORATED, a corporation organized and existing in the State of Maryland, was held at Room 1615, No. 2 Rector Street, New York City, on the first day of July, 1920 at 2:00 o'clock in the afternoon, pursuant to a consent and waiver of notice thereof, signed by all the Directors of the Corporation.

The following Directors were present:

J. C. Epping,
Albert L. Grey,
F. W. Jones,
R. E. Long,
J. A. Manning and
John Powers,

being all of the Directors of the Corporation as named in the Certificate of Incorporation.

Mr. F. W. Jones, on motion duly made, seconded and unanimously carried, was appointed to act as Chairman and Mr. Albert H. T. Banzhaf to act as Secretary of the meeting.

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The Secretary submitted a consent to hold the meeting and waiver of notice thereof signed by all of the Directors of the Corporation and, on motion duly made and seconded, it was unanimously

RESOLVED that the original of the Consent and Waiver of Notice submitted to the meeting be filed with the records of the Corporation and that a copy thereof be incorporated in the minutes of this meeting.

Such copy is as follows:

"D. W. GRIFFITH, INCORPORATED.

Consent and waiver of Notice of first Meeting of the Board of Directors.

The undersigned, being all the Directors of D. W. Griffith, Incorporated, a Maryland corporation, hereby waive notice of the time, place and objects of the first meeting of the Board of Directors of said corporation, and consent that such meeting be held on, and do hereby designate the first day of July, 1920, at 2 o'clock in the afternoon as the time, and Room 1615, No. 2 Rector Street, New York City as the place of said meeting.

Dated, New York, July 1, 1920.

J. C. Epping
Albert L. Grey
F. Wynn Jones
Robert Edgar Long
J. A. Manning
John Powers."

The Chairman reported that the original Certificate of Incorporation of the Corporation had been submitted to, approved by and filed with the Tax Commission of the State of Maryland on the 30th day of June, 1920, and that the fees

and tax required by law to be paid to the State of Maryland had been paid; and he submitted a copy of said Certificate of Incorporation and of the endorsements thereon, duly certified by the Secretary of the State Tax Commission of Maryland under the seal of said Commission.

On motion, duly made and seconded, it was unanimously

RESOLVED that the certified copy of the Certificate of Incorporation and of the endorsements thereon submitted at this meeting be filed among the records of this Corporation andthat a copy thereof be incorporated in the minutes of this meeting.

Such a copy is as follows:

(Here is inserted a printed copy of the Certificate of Incorporation)

The Chairman then announced that, there being no shares of stock of the Corporation outstanding, it was proper at this time for the Board of Directors to adopt By-laws for the regulation of theaffairs of the Corporation, and submitted a form of such By-laws.

Such form of By-laws is as follows:

(Here is inserted a printed copy of the By Laws)

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Said By-laws were read Article by Article and thereupon, upon motion duly made and seconded, it was unanimously

RESOLVED that the By-laws in the form submitted to this meeting be and they hereby are in all respects approved, and that they be and hereby are adopted as the By-laws of this Corporation.

The Secretary submitted to the meeting an impression of the proposed corporate seal of the Corporation in the following form:

On motion, duly made and seconded, it was unanimously

RESOLVED that the form of seal submitted to this meeting and bearing the words or figures "D. W. GRIFFITH, INCORPORATED - 1920 - Maryland" be and hereby is approved and adopted as the seal of this Corporation.

On motion, duly made and seconded, the meeting then proceeded to the election of officers to serve until the next annual meeting of the stockholders or until the election and qualification of their successors. The following were nominated and, a vote of all the Directors having been duly taken, were declared by the Secretary to have been elected as officers of this Corporation to serve as such until the

next annual meeting of the stockholders or until the election and qualification of their successors:

President:	F. W. Jones,
Vice-President:	Albert L. Grey,
Secretary:	Albert H. T. Banzhaf,
Treasurer:	J. C. Epping.

Thereupon said persons duly accepted such election and assumed their respective offices.

The Secretary then submitted to the meeting a proposed form of certificate for the Class A Stock of the Corporation, of which form the following is a copy:

(Here are inserted Specimen Stock Certificates)

On motion, duly made and seconded, it was unanimously

RESOLVED that the form of certificate for the Class A Stock of this Corporation which has been submitted to this meeting be and hereby is in all respects approved and adopted as the form of certificates for such stock to be used by this Corporation.

The Secretary then submitted to the meeting a proposed form of certificate for the Class B Stock of the Corporation, of which form the following is a copy:

(Here is inserted specimen
Stock Certificate)

On motion, duly made and seconded, it was unanimously

RESOLVED that the form of certificate for the Class B Stock of this Corporation which has been submitted to this meeting be and hereby is in all respects approved and adopted as the form of certificates for such stock to be used by this Corporation.

On motion, duly made and seconded, it was unanimously

RESOLVED that until otherwise ordered by the Board of Directors, this Corporation maintain an office at No. 1476 Broadway in the Borough of Manhattan, City of New York, and an office in the Village of Mamaroneck, New York;

RESOLVED that, until otherwise ordered by resolution of the Board of Directors, the meetings of said Board be held at the office of the Corporation in the Village of Mamaroneck, New York, or at such other place as may be designated in the call for any meeting or in a consent and waiver of notice signed by all of the Directors of the Corporation.

On motion, duly made and seconded, it was unanimously

RESOLVED that the Corporation become qualified to carry on business in the State of New York and that Albert L. Grey be and hereby is designated as the person upon whom a summons may be served within the State of New York or any process or other paper, whereby a special proceeding is commenced in a court or before an officer excepting a proceeding to punish for contempt and except where special provision for the service thereof is otherwise made by law;

RESOLVED that the proper officers of this Corporation be and hereby are authorized and directed to make and file a statement and designation, and do all such other acts and things as shall be required by Section 16 of the General Corporation Law of the State of New York or otherwise required by law or necessary or proper to enable this Corporation to become qualified to carry on business in the State of New York and to effectuate the purpose of these resolutions.

Upon motion, duly made and seconded, it was unanimously

RESOLVED that the Secretary of the Corporation be and he hereby is authorized and directed to procure all the proper corporate books of the Corporation;

RESOLVED that the Treasurer of the Corporation be and he hereby is authorized and directed to reimburse himself and the incorporators of the Corporation for all expenditures heretofore necessarily made by him or them in or about the Corporation and to pay out of the funds of the Corporation all the proper expenses of such incorporation.

The Secretary stated that it was incumbent upon the Board of Directors to make arrangements for banking.

On motion, duly made and seconded, it was unanimously

RESOLVED that the Treasurer of the Corporation be and hereby is authorized and directed to open bank accounts for and in the name of the Corporation with such banks, trust companies or other depositaries as he may from time to time deem advisable;

RESOLVED that the President, Vice-President and Treasurer of this Corporation be, and each of them hereby is, authorized and empowered tosign any and all checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation; provided that any check, draft or other order for the payment of money, note or other evidence of indebtedness signed by the Vice-President, shall not be valid until countersigned by the Secretary;

RESOLVED that the Secretary of the Corporation be and hereby is authorized and directed to deliver to such depositaries certified copies of the foregoing resolutions, together with such extracts from the By-laws of the Corporation as may be desired by them, and to furnish them with such other information as may be desired by them in connection with the opening of such accounts.

On motion, duly made and seconded, it was unanimously

RESOLVED that the President of the Corporation be and hereby is authorized and empowered to enter into any

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and all contracts, and to execute and deliver any and all instruments, in the name or on behalf of the Corporation, which he may deem proper or advisable to promote and carry on the business of the Corporation and to delegate the foregoing power to such other officers or agents of this Corporation as he may from time to time deem proper, and that such delegations of power may be either general or confined to specific instances as he may deem proper;

RESOLVED that the President of the Corporation be and hereby is authorized and empowered from time to time to appoint or employ such agents or employees of the Corporation as he may deem advisable for the proper conduct of its business and affairs and to fix the powers and compensation of such agents or employees, and to delegate the foregoingpower to such other officers or agents of the Corporation as he may deem proper;

RESOLVED that the Secretary of the Corporation be and hereby is authorized and directed to affix the corporate seal of the Corporation to, and to attest, any instrument or contractentered into and signed by or under the authority or direction of the President as authorized by the foregoing resolutions.

The Secretary then submitted to the meeting a letter from Mr. D. W. Griffith,addressed to the Corporation, dated July 1, 1920, offering to transfer or cause to be transferred to this Corporation his motion picture business upon certain terms and conditions therein stated and, upon motion duly made and seconded, it was directed that the original of said letter and the Exhibits thereto be filed and preserved among the records of the Corporation.

Thereupon, on motion duly made and seconded, the following preambles and resolutions were unanimously adopted:

WHEREAS Mr. D. W. Griffith has offered to transfer or cause to be transferred to this Corporation the

property and assets described in his letter of July 1, 1920 addressed to this Corporation, upon the terms and conditions therein stated;

WHEREAS a true copy of Mr. Griffith's letter containing said offer is as follows:

"New York, N.Y., July 1, 1920.

D. W. Griffith, Incorporated,

New York City, N. Y.

Dear Sirs:-

I am engaged in producing motion pictures for distribution throughout the civilized world and own and operate a studio at Mamaroneck, New York, which is built upon approximately 28-1/2 acres of land, title to which stands in the name of The D.W.G.Corporation, of which corporation I own or control the entire capital stock. That Corporation also owns 30 acres of land near the studio site which was purchased for the purpose of obtaining a right of way for electric power lines to the studio and also a right of way over the Greacen property adjoining said 30 acre tract. Said tracts of land are free from any liens and encumbrances except mortgages aggregating $320,000, with interest. The instrument creating said right of way requires the payment of $18,000,000 in ten semi-annual instalments, of which one has been paid; otherwise said easement is unencumbered. A correct description of said two tracts of land and the mortgages thereon and of said easement is attached hereto, marked Schedule A.

In consideration of

(a) the issuance and delivery to me, or upon my order, of 375,000 shares of your Class B stock without par value, fully paid and non-assessable, and

(b) the delivery to me of your two promissory notes, without interest, the one payable on September 15, 1920, for the sum of $150,000, and the other payable on or before August 31, 1920, for the sum of $190,000, the latter sum being the amount advanced by me personally to the business conducted at my said studio between April

30, 1920 and the date of this letter,

I offer to transfer or cause to be transferred to you the following property and assets:

(1) My said studio and the above mentioned two tracts of land and easement subject to the mortgages and obligation above mentioned;

(2) The assets described in detail in the appraisal by Messrs. Coats & Burchard, a copy of which marked Schedule B is hereto annexed;

(3) The assets shown upon the books and records which were the basis of the report of Messrs. Price, Waterhouse & Co., dated June 1, 1920, a copy of which marked Schedule C is hereto annexed;

(4) 300 shares of preferred stock of United Artists Corporation of the aggregate par value of $30,000, and all shares of common stock of United Artists Corporation without par value owned by me and all my rights to acquire additional stock of said Corporation;

(5) All contracts which I have with actors and actresses;

(6) All contracts which I have for the distribution of motion pictures produced by me;

(7) All my rights, direct or indirect, in the following pictures, or any income therefrom:

(a) Six pictures, known as D-1 to D-6, inclusive, made for the Artscraft Program and now being distributed by Famous Players-Lasky Corporation;

(b) "Hearts of the World" now being distributed by Famous Players-Lasky Corporation;

(c) Fourteen pictures, known as the "Dorothy Gish Series," C-1 to C-14, inclusive, now being distributed by Famous Players-Lasky Corporation;

(d) A reversionary interest in two pictures, known as "N Series 1 and 2", now being distributed by First National Exhibitors' Circuit, Inc.

(e) A fractional interest in the profits of "Romance", now being distributed by United Artists Corporation;

(f) All other motion pictures now in the course of production by or for me, directly or indirectly;

(8) (All other property, rights and interests which I may have directly or indirectly connected with the motion picture business heretofore conducted at said studio; and

(9) The good will of my motion picture business.

The two tracts of land and the easement above mentioned are to be received by you subject to, and you are to assume, the mortgages and obligation above mentioned. The other property and assets which I offer to transfer or cause to be transferred to you were as of April 30, 1920, subject to notes payable in the amount of $175,000 with interest; to current accounts payable and percentages accrued to employees to the amount of $127,366.95, and to the obligations under the several contracts to be transferred to you as above mentioned. The only changes in said indebtedness and liabilities are such as may have occurred in the current accounts and notes payable in the ordinary course of the business, and, in addition, other loans not exceeding $50,000; a note given to acquire the film of "The Gamest Girl" in the amount of $315,000 and interest; a $5,000 obligation incurred in connection with the making of said $315,000 note, and two notes dated June 24, 1920, aggregating $250,000 and interest. You are to acquire said property and assets subject to, and are to assume, the above mentioned indebtedness, liabilities, obligations and encumbrances and no others.

The balance sheet as of April 30, 1920 of the business which I offer to cause to be transferred to you was as set forth in Schedule D hereto annexed.

If you accept the foregoing proposition I further offer to enter into a contract with you to serve as your General Director for a period of ten (10) years at a salary of $200,000 per year, payable in weekly instalments, and will agree, during such period, to give my entire time and best efforts to the successful prosecution of your business and not otherwise enter into or have any interest in, the production or distribution of motion pictures or permit the use of my name in any motion picture enterprise other than yours, except that I may produce motion pictures in the Territory of Alaska and own five per cent. (5%) of a company producing motion pictures in Arizona.

I further offer upon the acceptance of the foregoing proposition by you immediately to apply for insurance in the sum of $500,000 upon my life and against my total disability, payable to you as beneficiary during the term of the aforesaid contract, provided, however, that you pay all expenses and premiums connected with procuring and carrying such insurance.

Yours very truly,

D. W. GRIFFITH "

WHEREAS in the opinion of this Board of Directors it is advisable that this Corporation accept the offer of Mr. Griffith contained in his said letter and acquire the property and assets therein described upon the terms and conditions therein set forth, and issue its Class B Stock and deliver its promissory notes as required by said letter;

WHEREAS the Board of Directors is by the Certificate of Incorporation of this Corporation empowered to authorize the issuance from time to time of its shares of stock without par value of any class for such considerations as the Board of Directors may deem advisable, subject to such limitations and restrictions, if any, as may be set forth in the By-laws of the Corporation and there are no such limitations and restrictions now set forth in such By-laws:

RESOLVED that the offer of Mr. Griffith contained in his letter of July 1, 1920 be and hereby is accepted and that the Secretary be and hereby is instructed to so notify Mr. Griffith;

RESOLVED that the Board of Directors deems and declares it to be advisable to issue, and hereby authorizes the issue of, 375,000 shares of the Class B Stock of this Corporation without par value, in part payment for the property and assets to be transferred to this Corporation as set forth in Mr. Griffith's said letter;

RESOLVED that upon the delivery to this Corporation ofproper instruments of assignment, transfer and conveyance to this Corporation of all of the property and assets as set forth in Mr. Griffith's said letter, in form satisfactory to counsel for this Corporation, this Corporation execute and deliver to Mr. Griffith an agreement or agreements evidencing the assumption by this Corporation of theindebtedness, liabilities and obligations required to be assumed by it in accordance with the terms in said letter, and execute and deliver to Mr. Griffith its two promissory notes, without interest, the one payable on September 13, 1920, for the sum of $150,000, and the other payable on or before August 31, 1920, for the sum of $190,000; and issue and deliver to him, or upon his order, 375,000 shares of its Class B Stock without par value, fully paid and non-assessable;

RESOLVED that the property and assets which Mr. Griffith has offered to transfer or cause to be transferred to this Corporation, subject to the indebtedness, liabilities, obligations and encumbrances as set forth in his said letter, after deducting the amount of the notes to be executed and delivered to Mr. Griffith as aforesaid, is hereby declared to be in the opinion of this Board of Directors of the actual value of $2,200,000. and shall be received by this Corporation at said valuation in full payment for the issue of said 375,000 shares of the Class B Stock of this Corporation; and said stock so to be issued is hereby declared and shall be taken to be fully paid and not liable for any further payments thereon;

RESOLVED that the proper officers of this Corporation be and hereby are authorized and directed on behalf of this Corporation to make and execute, under its corporate seal or otherwise, all such instruments, certificates and reports and to do all such acts and things as from time to time shall in their judgment be necessary, expedient and proper to enable this Corporation to acquire said property and assets, to assume said indebtedness, liabilities and obligations, to execute and deliver said promissory note, to issue said 375,000 shares of its Class B Stock and otherwise to carry out the purposes of the foregoing resolutions.

B

The Chairman stated that it was desirable, in order to procure working capital for the business of this Corporation, to authorize the issue and sale for cash of the 125,000 shares of the authorized Class AStock of this Corporation without par value. He also stated that Messrs. Counselman & Co., of Chicago, Illinois, were willing to agree to use their best efforts to put themselves in a position to purchase as much as possible of the Class A Stock of this Corporation and to agree that a member of said firm serve as a director of this Corporation for a period of one year and from time to time during such year give to this Corporation

advice on such financial matters as it may request, in consideration of this Corporation granting to said firm an option to purchase, at the price of $8.50 per share, all or any part of the 125,000 shares of the Class A Stock of this Corporation, at any time or from time to time on or before September 15, 1920.

On motion, duly made and seconded, it was unanimously

RESOLVED that this Corporation enter into an agreement with Messrs. Counselman & Co. of thecharacter which has been outlined by the Chairman, and that the President, Vice-President, Secretary or Treasurer be, and any of them hereby is, authorized and empowered to negotiate and sign such an agreement with Messrs. Counselman & Co., in such form as he may deem appropriate and as may be approved by counsel for this Corporation.

On motion, duly made and seconded, the following preambles and resolutions were unanimously adopted:

WHEREAS this Corporation by resolution duly adopted has authorized the proper officers to enter into an agreement with Messrs. Counselman & Co., of Chicago, Illinois, granting to said firm an option from time to time to purchase all or any part of the 125,000 shares of the authorized Class A Stock of this Corporation at the price of $8.50 per share; and

WHEREAS the Board of Directors is, by the Certificate of Incorporation of this Corporation, empowered to authorize the issuance from time to time of shares of its stock without par value of any class for such considerations as the Board of Directors may deem advisable, subject to such limitations and restrictions, if any, as may be set forth in the By-laws of the Corporation, and the By-laws of this Corporation now in force do not set forth any limitations or restrictions upon such power:

RESOLVED that the Board of Directors deems, and hereby declares, it to be advisable to issue 125,000 shares of the Class A Stock of this Corporation without par value to be sold for cash at the rate of $8.50 per share;

RESOLVED that if Messrs.Counselman & Co., of Chicago, shall enter into said agreement with this Corporation, the Board of Directors hereby authorizes the issue to or upon the order of said Counselman & Co. from time to time of all or any part of said 125,000 shares of the Class A Stock of this Corporation without par value for the consideration of $8.50 per share, when and as said firm shall exercise its option in accordance with said agreement; and that from time to time, when and as said Counselman & Co. shall pay or cause to be paid to the Corporation the sum of $8.50 per share in cash for each share, the option to purchase which shall have been so exercised, the proper officers of this Corporation be and hereby are authorized to execute and issue stock certificates therefor to or upon the order of Counselman & Co.;

RESOLVED that the proper officers of this Corporation be and they hereby are authorized and directed, on behalf of this Corporation, to make and execute under its corporate seal or otherwise all such instruments, statements, certificates and reports and to do all such acts and things as may be required by law, or as from time to time shall in their judgment be necessary, expedient or proper to authorize and effectuate the issuance of said 125,000 shares of the Class A Stock of this Corporation, in accordance with the foregoing resolutions.

The Chairman stated that it was advisable to apppint transfer agents and registrars for the Class A Stock of this Corporation in the Cities of New York and Chicago.

On motion,duly made and seconded,the following preambles and resolutions were unanimously adopted:

RESOLVED that this Corporation do, and it hereby does, appoint Central Union Trust Company of New York the Transfer Agent in the City of New York, and Central Trust Company of Illinois the Transfer Agent in the City of Chicago, for the transfer of shares of the Class A Stock of this Corporation, to consist of 125,000 shares without par value; and Guaranty Trust Company of New York as the Registrar of certificates of said stock in the City ofNew York; and Continental and Commercial Trust and Savings Bank the Registrar of such Certificates in the City of Chicago;

RESOLVED that the original certificates for said stock be issued either by said Transfer Agent in the City of New York, or by said Transfer Agent in the City of Chicago, or partly by each of said Transfer Agents, as shall be directed in writing by the President, Vice-President or Secretary of this Corporation;

RESOLVED that each of said Transfer Agents be and hereby is authorized to record in its transfer record and countersign, when signed and delivered to it by the President or Vice-President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer of this Corporation, all or any part of an original issue of certificates of shares of Class A Stock of the Corporation, not exceeding 125,000 shares, in such names and for such number of shares as the President, Vice-President or Secretary of this Corporation may direct in writing; to deliver said certificates for registration to the Registrar appointed for the same city as the Transfer Agent so acting; and to deliver said certificates when countersigned by such Registrars, as the President, Vice-President or Secretary of this Corporation may direct in writing;

RESOLVED that when such direction by the officers of this Corporation as to the original number of shares to be so issued by it as an original issue be given to either of said Transfer Agents, a copy thereof shall be furnished to the other of them;

RESOLVED that certificates countersigned by each of said Transfer Agents shallbe transferable either in the City of New York or the City of Chicago and that each of said Transfer Agents be and hereby is authorized and directed to make transfers when presented to it for such purpose, of certificates countersigned by itself or by the other Transfer Agent, and to countersign and deliver in exchange therefor new certificates properly executed;

RESOLVED that this Corporation lodge with each of said Transfer Agents specimen forms of the certificates of Class A Stock adopted by this Corporation, and specimen signatures of the officers or agents of this Corporation authorized to sign said certificates, and that this Corporation will protect said Transfer Agents, and eachof them, in their use and reliance upon certificates of such stock of this Corporation purporting to be such certificates and to bear such signatures;

RESOLVED that said Trahsfer Agents may act under the instructions of the President, Vice-President or Secretary of this Corporation in respect to any matter in connection with said agency;

RESOLVED that the Secretary be and hereby is authorized and directed to deliver to each of said Transfer Agents a certified copy of these resolutions together with certified copies of the Certificate of Incorporation and By-laws of this Corporation and such other instruments, certificates or documents as such Transfer Agent may reasonably request and he shall deem proper; and that the proper officers of this Corporation be and hereby are authorized and directed to do any and all acts and things necessary or proper to effectuate the purposes of these resolutions.

On motion, duly made and seconded, the following preambles and resolutions were unanimously adopted:

RESOLVED that this Corporation do, and it hereby does, appoint Guaranty Trust Company of New York the Registrar in the City of New York, and Continental and Commercial Trust and Savings Bank the Registrar in the City of Chicago, for the transfer of shares of the Class A Stock of this Corporation, to consist of 125,000 shares without par value; and Central Union Trust Company ofNew York as Transfer Agent of said certificates in the City of New York; and Central Trust Company ofIllinois as Transfer Agent of said certificates in the City of Chicago;

RESOLVED that the original certificates for said stock be issued either by said Transfer Agent in the City of New York, or by said Transfer Agent in the City of Chicago, or partly by each of said Transfer Agents, as shall be directed in writing by the President, Vice-President or Secretary of this Corporation, and that the certificates so issued shall be countersigned respectively by the Registrar in the same City as the Transfer Agent which shall have issued the same;

RESOLVED that each of said Registrars be and hereby is authorized and directed to record in its registration record, when presented by the Transfer Agent in the same City as the Registrar so acting and countersign as Registrar and deliver to said Transfer Agent, certificates of shares of Class A Stock of this Corporation,

not exceeding 125,000 shares, in the names and for such number of shares as the President, Vice-President or Secretary of this Corporation may direct in writing;

RESOLVED that when such direction by the officers of this Corporation as to the number ofshares to be registered shall be given to either of said Registrars, a copy thereof shall be furnished to the other of said Registrars;

RESOLVED that the certificates countersigned by the Transfer Agent and Registrar in either of said cities shall be transferable and registerable either in New York City of Chicago, and that each of said Registrars be and hereby is authorized and directed to register transfers, when presented to it for such purpose, of certificates countersigned by the other of said Registrars;

RESOLVED that this Corporation lodge with each of said Registrars specimen forms of the certificates of Class A Stock adopted by this Corporation, and specimen signatures of the officers or agents of this Corporation authorized to sign said certificates, and that this Corporation will protect said Registrars, and each of them, in their use and reliance upon certificates of such stock of this Corporation purporting to be such certificates and to bear such signatures;

RESOLVED that said Registrars may act under the instructions of the President, Vice-President or Secretary of this Corporation in respect to any matter in connection with said agency;

RESOLVED that the Secretary be and hereby is authorized and directed to deliver to each of said Registrars a certified copy of these resolutions together with certified copies of the Certificate of Incorporation and By-laws of this Corporation and such other instruments, certificates or documents as such Registrar may reasonably request and he shall deem proper; and that the proper officers of this Corporation be and hereby are authorized and directed to do any and all acts and things necessary or proper to effectuate the purposes of these resolutions.

On motion, duly made and seconded, it was unanimously

RESOLVED that John Powers and R. E. Long be and each of them hereby is appointed an additional Vice-President of this Corporation and that E. M. Draper

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and C. M. Conway be, and each of them hereby is, appointed an Assistant Secretary of this Corporation;

RESOLVED that each of the Vice-Presidents hereby appointed be and hereby is authorized and empowered to sign with the Secretary or any Assistant Secretary, or the Treasurer, or any Assistant Treasurer, of this Corporation, certificates of Class A Stock of this Corporation;

RESOLVED that each of the Assistant Sedretaries hereby appointed be and hereby is authorized and empowered, with the President or any Vice-President of this Corporation, to sign certificates of the Class A Stock of this Corporation;

RESOLVED that the Secretary of this Corporation furnish to each of its Transfer Agents and Registrars a certified copy of these resolutions, together with specimen signatures of said officers, and that this Corporation will protect said Transfer Agents and Registrars, and each of them, in their use and reliance upon certificates of stock of this Corporation purporting to bear such signatures.

Thereupon, Mr. R. E. Long presented to the Board his resignation as a Director of the Corporation to take effect upon its acceptance by the Board; and, on motion duly made and seconded, it was unanimously

RESOLVED that the resignation of Mr. R. E. Long as a Director of this Corporation be and it hereby is accepted.

The Chairman then stated that it was in order to elect a Director of the Corporation to fill the vacancy caused by the resignation of Mr. R. E. Long and, on motion duly made and seconded, it was unanimously

RESOLVED that Mr. Albert H. T. Banzhaf be and hereby is elected a Director of this Corporation to serve as such until the next annual meeting of the stockholders or until his successor shall have been duly elected and qualified.

Mr. Banzhaf who was present at the meeting duly accepted such election and assumed the office of Director of this Corporation.

There being no further business to come before the meeting it was, on motion, duly made and seconded,

adjourned.

Albert H.T. Banzhaf

Secretary.

Approved:

F. Wynn Jones

Chairman of the Meeting.

A true copy.

Attest:

Albert H.T. Banzhaf

Secretary

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TO THE BOARD OF DIRECTORS OF THE D. W. GRIFFITH, INCORPORATED

Gentlemen:

I hereby tender my resignation as Director of the Corporation to take effect upon acceptance by the Board.

R. E. Sona

Dated: New York, July 1st, 1920.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

I, ALBERT H. T. BANZHAF, do hereby certify that I am Secretary of D.W. GRIFFITH, INCORPORATED, a Maryland Corporation, and that the following is a list of the officers together with their signatures set opposite their names who are authorized to sig n checks pursuant to resolution duly passed at a meeting of the Board of Directors of the above corporation on the 1st day of July, 1920, certification of which is hereto annexed and made a part hereof:

OFFICER	OFFICE	SPECIMEN SIGNATURE
David W. Griffith	President	D W Griffith
J. C. Epping	Treasurer	J. C. Epping
Albert H.T. Banzhaf	Secretary	Albert H T Banzhaf
Albert L. Grey	Vice-President	Albert L Grey

And I do further certify that the following is a list of additional Vice-Presidents and Assistant Secretaries, together with their signatures set opposite their names who are authorized to sign certificates of Class A Stock of the above-named Corporation, in addition to the permanent officers above-mentioned, pursuant to resolution passed at the aforesaid meeting.

OFFICER	OFFICE	SPECIMEN SIGNATURE.
John Powers	Vice-President	John Powers
R. E. Long	Vice-President	Robt Edgar Long

OFFICER	OFFICE	SPECIMEN SIGNATURE.
E. M. Draper	Assistant Secretary	E. M. Draper
C. M. Conway	Assistant Secretary	C. M. Conway

IN WITNESS WHEREOF I have hereunto set my ~~xxxx~~ hand and affixed the seal of said Corporation this 8th day of July, 1920.

Albert D. Barnhart

Secretary.

I, ALBERT H. T. BANZHAF, do hereby certify that I am the Secretary of D.W. GRIFFITH, INCORPORATED, a Maryland corporation, and that at a meeting of the Board of Directors of said Corporation duly called and held on the first day of July, 1920, at which meeting a quorum was present and acting throughout, preambles and resolutions were duly adopted of which the following are full, true and complete copies:

WHEREAS this Corporation by resolution duly adopted has authorized the proper officers to enter into an agreement with Messrs. Counselman & Co., of Chicago, Illinois, granting to said firm an option from time to time to purchase all or any part of the 125,000 shares of the authorized Class A stock of this Corporation at the price of $8.50 per share; and

WHEREAS, the Board of Directors is, by the Certificate of Incorporation of this Corporation, empowered to authorize the issuance from time to time of shares of its stock without par value of any class for such considerations as the Board of Directors may deem advisable, subject to such limitations and restrictions, if any, as may be set forth in the bylaws of the Corporation, and the bylaws of this Corporation now in force do not set forth any limitations or restrictions upon such power;

RESOLVED that the Board of Directors deems, and hereby declares, it to be advisable to issue 125,000 shares of the Class A stock of this Corporation without par value to be sold for cash at the rate of $8.50 per share;

RESOLVED that if Messrs. Counselman & Co., of Chicago, shall enter into said agreement with this Corporation, the Board of Directors hereby authorizes the issue to or upon the order of said Counselman & Co. from time to time of all or any part of said 125,000 shares of the Class A stock of this Corporation without par value for the consideration of $8.50 per share, when and as said firm shall exercise its option in accordance with said agreement; and that from time to time, when and as said Counselman & Co. shall pay or cause to be paid to the Corporation the sum of $8.50

per share in cash for each share, the option to purchase which shall have been so exercised, the proper officers of this Corporation be and hereby are authorized to execute and issue stock certificates therefor to or upon the order of Counselman & Co.

RESOLVED that the proper officers of this Corporation be and they hereby are authorized and directed, on behalf of this Corporation, to make and execute under its corporate seal or otherwise all such instruments, statements, certificates and reports and to do all such acts and things as may be required by law, or as from time to time shall in their judgment be necessary, expedient or proper to authorize and effectuate the issuance of said 125,000 shares of the Class A stock of this Corporation, in accordance with the foregoing resolutions.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation this 1st day of July, 1920.

Albert W Barnhart

Secretary.

I, ALBERT H. T. BARZHAF, do hereby certify that I am the Secretary of D. W. GRIFFITH, INCORPORATED, a Maryland corporation, and that at a meeting of the Board of Directors of said Corporation duly called and held on the first day of July, 1920, at which meeting a quorum was present and acting throughout, a preamble and resolution was duly adopted of which the following is a full, true and complete copy:

"The Chairman stated that it was desirable, in order to procure working capital for the business of this Corporation, to authorize the issue and sale for cash of the 125,000 shares of the authorized Class A stock of this Corporation without par value. He also stated that Messrs. Counselman & Co., of Chicago, Illinois, were willing to agree to use their best efforts to put themselves in a position to purchase as much as possible of the Class A stock of this Corporation and to agree that a member of said firm serve as a director of this Corporation for a period of one year and from time to time during such year give to this Corporation advice on such financial matters as it may request, in consideration of this Corporation granting to said firm an option to purchase, at the price of $8.50 per share, all or any part of the 125,000 shares of the Class A stock of this Corporation, at any time or from time to time on or before September 15, 1920.

"On motion, duly made and seconded, it was unanimously:

"RESOLVED that this Corporation enter into an agreement with Messrs. Counselman & Co. of the character which has been outlined by the Chairman, and that the President, Vice-President, Secretary or Treasurer be, and any of them hereby is, authorized and empowered to negotiate and sign such an agreement with Messrs. Counselman & Co., in such form as he may deem appropriate and as may be approved by counsel for this Corporation."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation this 1st day of July, 1920.

Albert H. T. Barzhaf

Secretary.

I, ALBERT H. T. BANZHAF, do hereby certify that I am the Secretary of D. W. GRIFFITH, INCORPORATED, a Maryland corporation, and that at a meeting of the Board of Directors of said Corporation duly called and held on the first day of July, 1920, at which meeting a quorum was present and acting throughout, resolutions were duly adopted of which the following are full, true and complete copies:

"RESOLVED that this Corporation do, and it hereby does, appoint Central Union Trust Company of New York the Transfer Agent in the City of New York, and Central Trust Company of Illinois the Transfer Agent in the City of Chicago, for the transfer of shares of the Class A stock of this Corporation, to consist of 125,000 shares without par value; and Guaranty Trust Company of New York as the Registrar of certificates of said stock in the City of New York; and Continental and Commercial Trust and Savings Bank the Registrar of such certificates in the City of Chicago;

"RESOLVED that the original certificates for said stock be issued either by said Transfer Agent in the City of New York, or by said Transfer Agent in the City of Chicago, or partly by each of said Transfer Agents, as shall be directed in writing by the President, Vice-President or Secretary of this Corporation;

"RESOLVED that each of said Transfer Agents be and hereby is authorized to record in its transfer record and countersign, when signed and delivered to it by the President or Vice-President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer of this Corporation, all or any part of an original issue of certificates of shares of Class A stock of the Corporation, not exceeding 125,000 shares, in such names and for such number of shares as the President, Vice-President or Secretary of this Corporation may direct in writing; to deliver said certificates for registration to the Registrar appointed for the same city as the Transfer Agent so acting; and to deliver said certificates when countersigned by such Registrars, as the President, Vice-President or Secretary of this Corporation may direct in writing;

"RESOLVED that when such direction by the officers of this Corporation as to the original number of shares to be so issued by it as an original issue be given to either of said Transfer Agents, a copy thereof shall be furnished to the other of them;

"RESOLVED that certificates countersigned by each of said Transfer Agents shall be transferable either in the City of New York or the City of Chicago and that each of said Transfer Agents be and hereby is authorized and directed to make transfers when presented to it for such purpose, of certificates countersigned by itself or by the other Transfer Agent, and to countersign and deliver in exchange therefor new certificates properly executed;

"RESOLVED that this Corporation lodge with each of said Transfer Agents specimen forms of the certificates of Class A stock adopted by this Corporation, and specimen signatures of the officers or agents of this Corporation authorized to sign said certificates, and that this Corporation will protect said Transfer Agents, and each of them, in their use and reliance upon certificates of such stock of this Corporation purporting to be such certificates and to bear such signatures;

"RESOLVED that said Transfer Agents may act under the instructions of the President, Vice-President or Secretary of this Corporation in respect to any matter in connection with said agency;

"RESOLVED that the Secretary be and hereby is authorized and directed to deliver to each of said Transfer Agents a certified copy of these resolutions together with certified copies of the Certificate of Incorporation and Bylaws of this Corporation and such other instruments, certificates or documents as such Transfer Agent may reasonably request and he shall deem proper; and that the proper officers of this Corporation be and hereby are authorized and directed to do any and all acts and things necessary or proper to effectuate the purposes of these resolutions."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation this 1st day of July, 1920.

Albert W. Bamberger

Secretary.

Class B. Stock

No. 1. 375,000 Shares.

D. W. G R I F F I T H, I N C O R P O R A T E D.

Incorporated in 1920 under the Laws of the State of Maryland.

Authorized issue: 125,000 shares of Class A Stock without nominal or par value and 375,000 shares of Class B. Stock without nominal or par value.

This is to certify that D. W. GRIFFITH is the owner of Three hundred and seventy-five thousand fully paid and non-assessable shares without nominal or par value of the CLASS B STOCK of D. W. Griffith, Incorporated, transferable on the books of the Corporation in person or by attorney upon surrender of this Certificate properly endorsed. For a statement of the rights, privileges, preferences, voting powers, restrictions and qualifications of the Class A Stock and Class B Stock of the Corporation reference is made to the Certificate of Incorporation dated June 29th, 1920, copies of which are on file in the office of the Secretary of the Corporation. As provided in and subject to said Certificate of Incorporation:

Out of the surplus or net profits arising from the business of the Corporation the holders of Class A stock shall be entitled in each fiscal year of the Corporation to receive dividends at the rate of $1.50 per share per annum, payable quarterly, semi-annually or annually and on such dates as the Board of Directors may determine, before any dividends shall be paid or declared or set apart for payment upon the Class B Stock in such fiscal year; but such dividends shall not be cumulative. Out of any surply or net profits arising from the business of the Corporation remaining after full dividends as aforesaid on the Class A stock shall have been paid or set aside, and after or concurrently with the making payment of or provision for full dividends on the Class A stock for the current fiscal year, the Corporation may on or before September 1 of each fiscal year, commencing September 1, 1921, set aside an amount equal to $1.00 for each share of Class A stock at the time outstanding, as a fund for the purchase of Class A stock and said amount shall be so set aside in any fiscal year before any dividends shall be paid or declared or set aside for payment upon the Class B stock in such fiscal year; but this obligation shall not be cumulative; all sums so set aside shall be applied by the Corporation to the purchase of Class A stock at not exceeding $15.00 per share if and to the extent that such stock is tendered to it at not exceeding such price within four months after such setting aside. Out of any surplus or net profits arising from the

business of the Corporation remaining after full dividends as aforesaid on the Class A stock shall have been paid or set aside, and after or concurrently with the making payment of or provision for full dividends on the Class A stock for the current fiscal year, and after the Corporation shall have set aside in such fiscal year the fund of $1.00 a share for the purchase of Class A stock above provided for, dividends may be paid or declared and set aside for payment in such fiscal year upon the Class B stock to the exclusion of the holders of Class A stock, up to but not exceeding dividends at the rate of $1.50 per share per annum; but such dividends shall not be cumulative. Out of any surplus or net profits arising from the business of the Corporation remaining after the payment of dividends upon both the Class A stock and the Class B stock of $1.50 per share in any fiscal year, and after the Corporation shall have set aside in such fiscal year the fund of $1.00 a share for the purchase of Class A stock above provided for, and after making such provision, if any, as the Board of Directors of the Corporation may deem necessary for working capital, dividends may be paid or declared and set aside for paymentin such fiscal year upon the Class A and Class B stock share and share alike. In the event of any liquidation, dissolution or winding up of the Corporation, the holders

of Class A stock shall be entitled to receive, if such liquidation, dissolution or winding up be involuntary an amount equal to $20.00 per share, or if such liquidation, dissolution or winding up be voluntary an amount equal to $25.00 per share, for every share of their holdings of Class A stock, before any distribution of the assets shall be made to the holders of Class B stock; after amounts as aforesaid shall have been paid to, or set aside for, the holders of Class A stock, the holders of Class B stock shall be entitled to receive out of the remaining assets, if such liquidation, dissolution or winding up be involuntary an amount equal to $20.00 per share, or if such liquidation, dissolution or winding up be voluntary an amount equal to $25.00 per share, for every share of their holdings of Class B stock; any assets remaining after the holders of both Class A stock and Class B stock shall have received the amounts aforesaid, shall be distributed ratably among the holders of the Class A and Class B stocks share and share alike, without any preference, priority or distinction between said classes. Without the affirmative vote or written consent of the holders of a majority of the Class A stock at the time outstanding, the Corporation shall not dispose of the property and business of the Corporation substantially in their entirety; voluntarily liquidate or dissolve or wind up; create or assume any

mortgage or other lien other than purchase money mortgages or liens; create any shares of stock having priority over or on a parity with the Class A stock or increase the authorized Class A stock, or create or issue or assume or guarantee any bonds, notes or other evidences of indebtedness maturing later than one year from the date of issue.

IN WITNESS WHEREOF the Corporation has caused this Certificate to be signed by its proper officers, and its corporate seal to be hereunto affixed, this day of , 19 .

D. W. GRIFFITH, INCORPORATED,

By Albert H. Grey

Assistant Secretary. Vice-President.

New York, N. Y., July 1, 1920.

D. W. Griffith, Incorporated,

New York City, N. Y.

Dear Sirs:

I am engaged in producing motion pictures for distribution throughout the civilized world and own and operate a studio at Mamaroneck, New York, which is built upon approximately 28-1/2 acres of land, title to which stands in the name of The D.W.G. Corporation, of which corporation I own or control the entire capital stock. That Corporation also owns 30 acres of land near the studio site which was purchased for the purpose of obtaining a right of way for electric power lines to the studio and also a right of way over the Greacen property adjoining said 30 acre tract. Said tracts of land are free from any liens and encumbrances except mortgages aggregating $320,000, with interest. The instrument creating said right of way requires the payment of $18,000,000 in ten semi-annual instalments, of which one has been paid; otherwise said easement is unencumbered. A correct description of said two tracts of land and the mortgages thereon and of said easement is attached hereto, marked Schedule A.

In consideration of

(a) the issuance and delivery to me, or upon my order, of 375,000 shares of your Class B stock without par value, fully paid and nonassessable, and

(b) the delivery to me of your two promissory notes, without interest, the one payable on September 13, 1920, for the sum of $150,000, and the other payable on or before August 31, 1920, for the sum of $190,000, the latter sum being the amount advanced by me personally to the business conducted at my said studio between April 30, 1920 and the date of this letter,

I offer to transfer or cause to be transferred to you the following property and assets:

(1) My said studio and the above mentioned two tracts of land and easement subject to the mortgages and obligation above mentioned;

(2) The assets described in detail in the appraisal by Messrs. Coats & Burchard, a copy of which marked Schedule B is hereto annexed;

(3) The assets shown upon the books and records which were the basis of the report of Messrs. Price, Waterhouse & Co., dated June 1, 1920, a copy of which marked Schedule C is hereto annexed;

(4) 300 shares of preferred stock of United Ar-

tists Corporation of the aggregate par value of $30,000, and all shares of common stock of United Artists Corporation without par value owned by me and all my rights to acquire additional stock of said Corporation;

(5) All contracts which I have with actors and actresses;

(6) All contracts which I have for the distribution of motion pictures produced by me;

(7) All my rights, direct or indirect, in the following pictures, or any income therefrom:

(a) Six pictures, known as D-1 to D-6, inclusive, made for the Artcraft Program and now being distributed by Famous Players-Lasky Corporation;

(b) "Hearts of the World" now being distributed by Famous Players-Lasky Corporation;

(c) Fourteen pictures, known as the"Dorothy Gish Series", C-1 to C-14, inclusive, now being distributed by Famous Players-Lasky Corporation;

(d) A reversionary interest in two pictures, known as "N Series 1 and 2", now being distributed by First National Exhibitors' Circuit, Inc.;

(e) A fractional interest in the profits of "Romance", now being distributed by United

Artists Corporation;

(f) All other motion pictures now in the course of production by or for me, directly or indirectly;

(8) All other property, rights and interests which I may have directly or indirectly connected with the motion picture business heretofore conducted at said studio; and

(9) The good will of my motion picture business.

The two tracts of land and the easement above mentioned are to be received by you subject to, and you are to assume, the mortgages and obligation above mentioned. The other property and assets which I offer to transfer or cause to be transferred to you were as of April 30, 1920, subject to notes payable in the amount of $175,000 with interest; to current accounts payable and percentages accrued to employees to the amount of $127,366.95, and to the obligations under the several contracts to be transferred to you as above mentioned. The only changes in said indebtedness and liabilities are such as may have occurred in the current accounts and notes payable in the ordinary course of the business, and, in addition, other loans not exceeding $50,000; a note given to acquire the film of "The Gamest Girl" in the amount of $315,000 and interest; a $5,000 obligation incurred in connection with the making of said $315,000 note, and two notes dated June 24, 1920, aggregating $250,000 and interest. You are to acquire said property and assets subject to, and are

to assume, the above mentioned indebtedness, liabilities, obligations and encumbrances and no others.

The balance sheet as of April 30, 1920 of the business which I offer to cause to be transferred to you was as set forth in Schedule D hereto annexed.

If you accept the foregoing proposition I further offer to enter into a contract with you to serve as your General Director for a period of ten (10) years at a salary of $200,000 per year, payable in weekly instalments, and will agree, during such period, to give my entire time and best efforts to the successful prosecution of your business and not otherwise enter into or have any interest in, the production or distribution of motion pictures or permit the use of my name in any motion picture enterprise other than yours, except that I may produce motion pictures in the Territory of Alaska and own five per cent. (5%) of a company producing motion pictures in Arizona.

I further offer upon the acceptance of the foregoing proposition by you immediately to apply for insurance in the sum of $500,000 upon my life and against my total disability, payable to you as beneficiary during the term of the aforesaid contract, provided, however, that you pay all expenses and premiums connected with procuring and carrying such insurance.

Yours very truly,

D. W. Griffith

THIS INDENTURE made July 1,1920, between DAVID W. GRIFFITH (hereinafter called Mr. Griffith), party of the first part, and D. W. GRIFFITH, INCORPORATED, a Maryland corporation (hereinafter called the Corporation), party of the second part.

WHEREAS Mr. Griffith, for valuable considerations, has agreed to transfer, or cause to be transferred, to the Corporation the property and assets hereinafter described; and

WHEREAS the Corporation by resolutions duly adopted at a meeting of its board of directors, duly called and held, has duly authorized the execution and delivery of this Indenture;

NOW, THEREFORE, THIS INDENTURE WITNESSETH that, in consideration of the premises and of the covenants of the Corporation hereinafter set forth, as well as the sum of One dollar ($1.00) cash in hand paid by the Corporation to Mr. Griffith, the receipt whereof is hereby acknowledged, Mr. Griffith has sold, assigned, transferred and delivered, and does hereby sell, assign, transfer and deliver, to the Corporation, its successors and assigns, the following described property and assets, to wit:

(1) All Mr. Griffith's right, title and interest in and to any personal property in, or used in connection with, his studio at Mamaroneck, New York.

(2) The assets described in detail in the appraisal by Messrs. Coats & Burchard, a copy of which marked Schedule B is hereto annexed.

(3) The assets shown upon the books and records which were the basis of the report of Messrs. Price, Waterhouse & Co., dated June 1, 1920, a copy of which marked Schedule C is hereto annexed.

(4) Three hundred (300) shares of preferred stock of United Artists Corporation of the aggregate par value of $30,000, and all shares of common stock of United Artists Corporation without par value owned by Mr. Griffith and all his rights to acquire additional stock of said Corporation.

(5) All contracts which Mr. Griffith has with actors and actresses, which Mr. Griffith believes to be of a value of at least $250,000.

(6) All contracts which Mr. Griffith has for the distribution of motion pictures produced by him.

(7) All Mr. Griffith's rights, direct or indirect, in the following pictures, or any income therefrom:

(a) Six pictures, known as D-1 to D-6, inclusive, made for the Artcraft Program and now being distributed by Famous Players-Lasky Corporation;

(b) "Hearts of the World" now being distributed by Famous Players-Lasky Corporation;

(c) Fourteen pictures, known as the "Dorothy Gish Series", C-1 to C-14, inclusive, now being distri-

buted by Famous Players-Lasky Corporation;

(d) A reversionary interest in two pictures , known as "N Series 1 and 2", now being distributed by First National Exhibitors" Circuit, Inc.;

(e) A fractional interest in the profits of "Romance", now being distributed by United Artists Corporation;

(f) All other motion pictures now in the course of production by or for Mr. Griffith, directly or indirectly.

(8) All other property, rights and interests which Mr. Griffith may have directly or indirectly connected with the motion picture business heretofore conducted at said studio.

(9) The good will of Mr. Griffith's motion picture business.

TO HAVE AND TO HOLD all said property and assets, and all the appurtenances thereof, unto the Corporation, its successors and assigns, to its and their own use forever.

AND THIS INDENTURE FURTHER WITNESSETH that the parties have agreed each with the other as follows:

I. Mr. Griffith hereby constitutes and appoints the Corporation, its successors and assigns, his true and lawful attorney, irrevocable, with full power of substitution, in his name or otherwise, and on behalf and for the benefit of the Corporation, its successors and assigns, to demand and receive

from time to time any and all property and assets, tangible and intangible, hereby sold, assigned and transferred, or intended so to be; to give receipts, releases and acquittances for and in respect of the same, or any part thereof, and from time to time to institute and prosecute, in the name of Mr. Griffith or otherwise, any and all proceedings at law, in equity or otherwise, which the Corporation, its successors and assigns, may deem proper to collect, assert or enforce any claim, right, title or account hereby sold, assigned and transferred, or intended so to be, and to defend and compromise any and all actions, suits and proceedings in respect of any of the property hereby sold, assigned and transferred, or intended so to be, and to do any and all acts and things in relation to said property and assets that the Corporation, its successors and assigns, may deem desirable, Mr. Griffith hereby declaring that the foregoing powers are coupled with an interest and shall be irrevocable by him in any manner or for any reason.

II. Mr. Griffith agrees to and with the Corporation that he will, whenever and as often as requested so to do by it, its successors and assigns, execute, at the Corporation's expense, any and all other and further transfers, assignments, acquittances, confirmations or other instruments of further assurance as the Corporation, its successors and assigns,may hereafter consider or be advised by its counsel are reasonably necessary or proper to complete and effectuate the trans-

fer to the Corporation, its successors or assigns, of all the right, title and interest of Mr. Griffith in and to any of the property and assets hereby sold, assigned and transferred, or intended so to be.

III. Mr. Griffith hereby represents to the Corporation that the property and assets hereby sold, assigned and transferred, or intended so to be, were as of April 30, 1920, subject to notes payable in the amount of $175,000; to current accounts payable and percentages accrued to employees to the amount of $127,366.95, and to the obligations under the several contracts hereby sold, assigned and transferred to the Corporation. He also represents that the only changes in said indebtedness and liabilities are such as may have occurred in the current accounts and notes payable in the ordinary course of the business, and, in addition, other loans not exceeding $50,000; a note given to acquire the film of "The Gamest Girl" in the amount of $315,000 and interest; a $5,000 obligation incurred in connection with the making of said $315,000 note, and two notes dated June 24, 1920, aggregating $250,000 and interest. He further covenants and agrees to and with the Corporation that the Corporation shall receive, possess and enjoy said property and assets, subject to no indebtedness, liabilities or obligations except as hereinabove mentioned.

IV. The Corporation, for itself, its successors and assigns, hereby assumes and hereby agrees promptly to pay and perform the indebtedness, liabilities and obligations of Mr.

Griffith to which he has, in the foregoing paragraph III, represented the property and assets hereby sold, assigned and transferred to be subject; and the Corporation, for itself, its successors and assigns, covenants and agrees with Mr. Griffith forever to indemnify and save harmless Mr. Griffith from or on account of the indebtedness, liabilities and obligations so assumed by the Corporation.

IN WITNESS WHEREOF Mr. Griffith has signed and sealed this Indenture, and the Corporation has caused its name to be hereunto signed by its President or Vice-President and its corporate seal to be hereunto affixed, duly attested as of the day and year first above written.

Witness:

D. W. Griffith (L.S.)

D. W. GRIFFITH, INCORPORATED,

by Albert H. Grey

Vice-President.

Attest:

Albert H. Barnhart

Secretary.

INDENTURE dated July 1, 1920, between DAVID W. GRIFFITH (hereinafter called Mr. Griffith) and D. W. GRIFFITH, INCORPORATED, a Maryland corporation, (hereinafter called the Corporation).

WHEREAS, the Corporation has been organized to take over the motion picture business heretofore conducted by Mr. Griffith, and

WHEREAS, as a part of said business, Mr. Griffith has for valuable considerations agreed to transfer to the Corporation the contract hereinafter mentioned.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That Mr. Griffith, for valuable considerations, the receipt whereof is hereby acknowledged, does hereby sell, assign and transfer unto the Corporation that certain Memorandum of Agreement, dated February 5, 1919, between David W. Griffith, party of the first part, and United Artists Corporation, party of the second part; together with all the right, title and interest of Mr. Griffith in and all photo plays heretofore or hereafter produced, and all moneys which may now be or hereafter become payable, under the terms of said agreement.

The Corporation hereby accepts and assumes all the

terms and covenants of said agreement to be kept and performed by the Producer therein named, and becomes personally bound to comply therewith. It is understood and agreed that a copy of this Indenture shall be filed with, and that the foregoing covenant shall inure to the benefit of, said United Artists Corporation, and that this assignment shall not be deemed to release Mr. Griffith from any of the terms, covenants and conditions in said agreement contained, and Mr. Griffith agrees to personally direct the production of each photo play and to personally direct the actors portraying the star and leading roles in each photo play, and to continue liable as principal jointly and severally with the Corporation as to all the terms and conditions of said agreement and for any default in the faithful performance of said agreement by the Corporation and Mr. Griffith, or either of them.

IN WITNESS WHEREOF, Mr. Griffith has hereunto set his hand and seal, and the Corporation has caused its corporate name to be hereunto signed by its Vice-President and its corporate seal to be hereunto affixed and attested

by its Secretary, all as of the day and year first above written.

Witness: L. S.

D. W. Griffith, Incorporated,
by
Vice-President.

Attest:

Secretary.

STATE OF NEW YORK,)
COUNTY OF New York ; ss.:
)

On this 10th day of July, 1920, before me personally appeared DAVID W. GRIFFITH, to me personally known, and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same for the uses and purposes therein mentioned.

Gertrude Hennessey,

Notary Public.

Notary Public, Kings County N. Y.
Cert. No. 189, Register's No. 1077
Certificate filed New York Co. No. 191
New York County Register's No. 1763
Commission expires March 30, 1922

STATE OF NEW YORK,)
: ss.:
COUNTY OF NEW YORK,)

On this 10th day of July, 1920,
---- Before me the undersigned, a Notary Public in and for said County and State personally came Albert L. Grey, to me known, who, being by me duly sworn, did depose and say, that he resides in Boro of Manhattan City of N. Y. and City of New Rochelle, ; that he is Vice-President of D. W. Griffith, Incorporated, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed

to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Gertrude Hannaen

Notary Public.

Notary Public, Kings County, N.Y.
Clerk's No. 189, Register's No. 1077
Certificate filed New York Co. No. 191
New York County Register's No. 1[illegible]
Commission expires March 30, 1921

Copy.

PIPER, CAREY & HALL
Calvert Building
BALTIMORE.

July 1, 1920.

The Corporation Trust Company,
37 Wall Street,
New York, N. Y.

Gentlemen:

We are in receipt of your letter of June 29th in regard to a proposed Maryland corporation which is to have two classes of non-par value stock, and requesting our views on the question of paying dividends on the stock of the second class in stock of that class.

We think there are two primary objections to following this procedure. The first is, as you have suggested, the difficulty of determining the value of the stock. If no provision is made for this in the Charter, the only other way of handling it would be to base it on the market value of the stock, and this would be open to many apparent objections.

The second difficulty which occurs to us is that after the two classes of stock have been paid the dividend of $1.50 on each class, they stand on an equal basis, and we do not see how it is possible legally to discriminate between them by paying on one class dividends in cash and on the other class, dividends in stock. We do not see how the matter can be handled if there is to be no provision in the Charter regulating the manner in which the dividends are to be paid.

Very truly yours,

PIPER, CAREY & HALL

3:M.

THE CORPORATION TRUST COMPANY

KENNETH K. McLAREN — PRESIDENT
RAYMOND NEWMAN — VICE PRESIDENT
HORACE S. GOULD — VICE PRES. & SECY.
R. STAFFORD MANTZ — TREASURER
NORMAN H. McLAREN — ASST. TREASURER

TRUST AND TRANSFER DEPARTMENT

THOMAS F. BARRETT — TRUST OFFICER
TRACY S. BUCKINGHAM — ASST. TRUST OFFICER
JAMES A. BLAKELY — ASST. TRUST OFFICER

ORGANIZATION DEPARTMENT

JOHN J. JANSEN, JR. — ASST. SECRETARY
HARLAN S. PERRIGO — ASST. SECRETARY

INCOME TAX DEPARTMENT

WILLIAM P. POWELL — ASST. SECRETARY
J. L. SCHLICHTING — ASST. SECRETARY

JOHN H. SEARS — ATTORNEY

THIRTY SEVEN WALL STREET

NEW YORK

THE CORPORATION TRUST COMPANY AND AFFILIATED COMPANIES

AFFILIATED WITH
THE CORPORATION TRUST COMPANY
SYSTEM
ORGANIZED 1892
15 EXCHANGE PLACE
JERSEY CITY, N.J.

CHICAGO
PHILADELPHIA
PORTLAND
ST. LOUIS
WILMINGTON
WASHINGTON
PITTSBURGH

BOSTON
CORPORATION REGISTRATION CO.

LOS ANGELES
THE CORPORATION COMPANY

July 2, 1920.

re: D. W. GRIFFITH, INCORPORATED.

A. H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Sir:

Referring to our conversation regarding the payment of a dividend on the Class B stock in stock of the corporation, we enclose copy of a letter received from our representatives in Maryland, which will perhaps be of interest to you.

Very truly yours,

THE CORPORATION TRUST COMPANY,

John J. Jansen Jr.
Assistant Secretary.

JJJ:VW

New York City, N. Y.

July 2, 1920.

In consideration of one dollar lawful money of the United States, the receipt whereof is hereby acknowledged, and other good and valuable considerations, D. W. G. Corporation, organized under the laws of the State of Delaware, and having its business office in the City of Wilmington hereby assigns, sets over and transfers to D. W. Griffith, Incorporated, a corporation organized under the laws of the State of Maryland and having its business office in the City of Baltimore, all the right, title and interest of said D. W. G. Corporation to receive any and all sums of money due or to become due said D. W. G. Corporation from Westchester Lighting Company under the terms of a memorandum in writing dated December 18, 1919, signed W. L. Secord, a copy of which is attached hereto.

D. W. G. CORPORATION

by Albert W. Barnsley
President.

Attest; [illegible]
Secretary.

W E S T C J E S T E R L I G H T I N G C O M P A N Y.

Mount Vernon, New York.

December 18th, 1919.

MEMORANDUM.

The Westchester Lighting Company hereby offers to install the necessary apparatus and make the necessary line extension to supply the D. W. Griffiths Studio property at Orienta Point, Mamaroneck, with electricity at 2200 Volts for a demand estimated at 600 to 800 K. W. providing the D. W. Griffiths Studio pays toward the cost of said construction, the sum of $15,000 plus the cost of rights of way.

One-half of the cost of rights of way but not exceeding $2500 will be refunded by the Westchester Lighting Company, in annual installments of 20% of said one-half of the cost of rights of way, providing the annual bill for current supplied be not less than $10,000 in any year, until said one-half of cost of rights of way, (not exceeding $2500) be refunded. No refunds, however to be made after ten (10) years from day service is supplied.

Yours truly,

(Sgd) W.L. SECORD.

New Business Pro. Mgr.

We hereby accept the foregoing proposition.

O.K. Wortman.

D. W. G. CORPORATION.

By Albert H. T. Banzhaf,

President.

I, ALBERT H. T. BANZHAF, Secretary of D. W. GRIFFITH, INCORPORATED, do hereby certify that the following is a full, true and correct copy of certain resolutions duly adopted at the first meeting of the Board of Directors of said Corporation, held on the 1st day of July, 1920.

On motion, duly made and seconded, it was unanimously

RESOLVED that the Treasurer of the Corporation be and hereby is authorized and directed to open bank accounts for and in the name of the Corporation with such banks, trust companies or other depositaries as he may from time to time deem advisable;

RESOLVED that the President, Vice-President and Treasurer of this Corporation be, and each of them hereby is, authorized and empowered to sign any and all checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation; provided that any check, draft or other order for the payment of money, note or other evidence of indebtedness signed by the Vice-President, shall not be valid until countersigned by the Secretary.

RESOLVED that the Secretary of the Corporation be and hereby is authorized and directed to deliver to such depositaries certified copies of the foregoing resolutions, together with such extracts from the By-laws of the Corporation as may be desired by them, and to furnish them with such other information as may be desired by them in connection with the opening of such accounts.

That at a Special meeting of the Board held on the 18th day of September, 1924, the following resolutions were adopted.

"Upon motion duly made, seconded and carried, Miss C. M. CONWAY was duly appointed Assistant Treasurer of this Corporation to serve at the pleasurer of the Board and to fill the vacancy created by the death of ROBERT B. AUSTIN.

Upon motion duly made, seconded and carried, the following resolution was unanimously adopted:

"WHEREAS, it is deemed advisable and necessary for the business of the Corporation to appoint Miss

C. M. Conway, Assistant Treasurer of this Corporation in place of Robert B. Austin, Deceased, and for the said C. M. Conway to sign checks for the withdrawal of the Corporation's funds on deposit or which may in the future be on deposit with any bank or banks.

"NOW, THEREFORE", BE IT RESOLVED, that said C. M. Conway, Assistant Treasurer of this Corporation be and she hereby is authorized and empowered to sign any and all checks, drafts or orders for the withdrawal of the Corporation's funds that may now or hereafter be deposited in the name of the Corporation with any Bank or Banks until further ordered.

"BE IT FURTHER RESOLVED, that the said C. M. CONWAY, Assistant Treasurer of this Corporation be and she hereby is authorized and empowered to sign notes and trade acceptances in the usual course of business."

That at a Special meeting of the Board held on the 4th day of December 1925, the following resolutions were adopted:

Whereupon, upon motion duly made, seconded and carried it was unanimously

RESOLVED that until further ordered all checks and/or drafts drawn in the name of this Corporation and signed by C. M. Conway as Assistant Treasurer for the payment of moneys shall be countersigned in each and every instance by the President, Secretary or Raymond Klune, as Auditor before said instrument shall be good and valid, and

BE IT FURTHER RESOLVED that the Secretary of this corporation be and he hereby is authorized, empowered, and directed to transmit to any and all Banks, with which this corporation may have funds on deposit, a copy of this resolution duly certified by him.

That at a Special meeting of the Board held on the 29th day of May, 1929, the following resolution was adopted:

On motion duly made, seconded and carried Mr. Raymond A. Klune was duly elected director and Treasurer also a member of the Executive Committee of D. W. Griffith,

Incorporated to fill the vacancy caused by the resignation of J. C. Epping for the remainder of his term, or until his successor be duly chosen and qualified.

Mr. Klune being present accepted the office and immediately entered upon the duties thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said D. W. GRIFFITH, INCORPORATED, this 5th day of May, 1930.

Albert H. T. Banzhaf

I hereby further certify that the following named persons are officers of this Corporation, as set opposite their respective names, and are authorized to act in pursuance of the above resolution, viz:

DAVID W. GRIFFITH, President
A. GRIFFITH GREY, Vice President
ALBERT H. T. BANZHAF, Secretary
RAYMOND A. KLUNE, Treasurer
C. M. CONWAY, Assistant Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand and affix the corporate seal of said D. W. GRIFFITH, INCORPORATED, this 5th day of May, 1930.

Albert H. T. Banzhaf

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

I, ALBERT M. T. BAMZHAF, do hereby certify that I am the Secretary of D. W. GRIFFITH, INCORPORATED, a Maryland corporation, and that at a meeting of the Board of Directors of said Corporation duly called and held on the first day of July, 1920, at which meeting a quorum was present and acting throughout, resolutions were duly adopted of which the following are full, true and complete copies:

"RESOLVED that the Treasurer of the Corporation be and hereby is authorized and directed to open bank accounts for and in the name of the Corporation with such banks, trust companies or other depositaries as he may from time to time deem advisable;

"RESOLVED that the President, Vice-President and Treasurer of this Corporation be, and each of them hereby is, authorized and empowered to sign any and all checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation; provided that any check, draft or other order for the payment of money, note or other evidence of indebtedness signed by the Vice-President, shall not be valid until countersigned by the Secretary;

"RESOLVED that the Secretary of the Corporation be and hereby is authorized and directed to deliver to such depositaries certified copies of the foregoing resolutions, together with extracts from the By-laws of the Corporation as may be desired by them, and to furnish them with such other information as may be desired by them in connection with the opening of such accounts."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation this 3rd day of July, 1920.

Albert M. T. Bamzhaf
Secretary.

United Artists Corporation
729 Seventh Avenue
New York

BRYANT 1774

Report of Treasurer for Four Weeks
June 7 to July 3, 1920.

Cash in Bank June 8, 1920:		
Central Union Trust Co., 80 Broadway, N.Y.C.		$61,146.16
The Dominion Bank, Toronto, Canada		40,540.90
Various Accessory Banks		10,279.58
Total		$111,966.64
Receipts for the period:		
Film Rentals (excl. of war tax)		
His Majesty the American	$5,069.00	
When the Clouds Roll By	8,176.00	
Mollycoddle	48,743.50	
Fourth Fairbanks	16,425.00	
Pollyanna	20,494.28	
Suds	72,786.58	
Third Pickford	25,600.00	
Broken Blossoms	4,198.22	
Romance	36,970.00	
The Love Flower	16,425.00	
Down on the Farm	30,874.64	
Total	285,761.22	
War Tax	14,028.61	
Accessories	9,335.58	
Protested Checks recovered	8,277.60	
Notes Receivable	1,262.50	
Majestic Theatre rent, Boston	2,500.00	
Miscellaneous	2,070.86	323,237.37
		$435,204.01

United Artists Corporation
729 Seventh Avenue
New York

BRYANT 1774

Report of Treasurer for Four Weeks
June 7 to July 3,1920.,Concluded

Disbursements for the period:		
Miss Mary Pickford:		
Pollyanna	$56,433.82	
Censoring,Duty,McGaffey,etc.	1,636.94	$58,070.76
Douglas Fairbanks:		
His Majesty the American	5,973.52	
When the Clouds Roll By	15,939.60	
Censoring,Duty,Robinson,etc.	1,479.74	23,392.86
Romance Expenditures:		11,324.52
D.W.Griffith-Broken Blossoms:		
Famous-Players Lasky Corp.	3,954.91	
Int. on Note,Way Down East	2,654.11	6,609.02
Down on the Farm Expenditures		11,379.46
Purchase of 1000 shares of Common Stock of Corp.		25,000.00
Contingent Fund Advances		5,000.00
War and other Taxes		9,861.86
Reduction of Romance Note		8,811.18
Purchase of Accessories		15,897.47
Depot Operating Expenses		27,649.71
Home Office Expenses, incl.advertising etc.		16,100,36
Compensation to General Manager		7,314.34
Furniture and Fixtures		2,588.79
Advances on Philadelphia engagement		9,000.00
Boston engagement expenses		7,759.76
Minneapolis " "		2,583.86
Protested Checks		13,229.66
Miscellaneous		3,714.66
Total		265,288.27
Cash in Banks July 3,1920		$169,915.74
As follows:		
Central Union Trust Co,	115,947.78	
The Dominion Bank	43,578.01	
Various Accessory Banks	10,389.95	$169,915.74

W H Hays

Treasurer

July 3rd 1920.

Secretary of State,

Albany, New York.

Dear Sir:

Enclosed herewith please find Statement and Designation by D.W.GRIFFITH, INCORPORATED, a foreign Corporation organized under the Laws of the State of Maryland, for privilege to transact business in the State of New York, together with a copy of the Charter of said Corporation duly sworn to by the Secretary of said Corporation, also Consent duly executed and acknowledged by the DAVID W. GRIFFITH CORPORATION, a New York Corporation, consenting to the use by said Maryland Corporation to the name "D.W.GRIFFITH,INCORPORATED", this latter consent is in conformity with your favor of May 19th last (refer to file #1418).

Will you kindly send us two duplicates of the Certificate showing such qualification.

I also enclose herewith a certified check for the sum of $75. to cover recording fees, etc. If there are any further charges, kirdly advise me at once and the same will be remitted. If we have overpaid, kindly remit balance.

Very truly yours,

AHTB/GD
Encs.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

C O N S E N T

-of the-

DAVID W. GRIFFITH CORPORATION

* * * * * * *

KNOW ALL MEN BY THESE PRESENTS: That the DAVID W. GRIFFITH CORPORATION, a New York Corporation, hereby irrevocably consents that D.W.GRIFFITH, INCORPORATED, a Maryland Corporation, may qualify to do business under and use within the State of New York said Corporate Name of "D.W.GRIFFITH, INCORPORATED".

IN WITNESS WHEREOF, said DAVID W. GRIFFITH CORPORATION has caused its Corporate name to be signed by its duly authorized President, and its Corporate Seal to be hereunto affixed and attested by the Secretary this 3rd day of July, 1920.

DAVID W. GRIFFITH CORPORATION

By D. W. Griffith
President.

ATTEST:

C. C. Epping
Secretary.

Copy

Certified Secretary of State

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this 3rd day of July, 1920, before me personally came DAVID W. GRIFFITH, to me known, who, being by me duly sworn, did depose and say that he resides, temporarily, at Mamaroneck, New York, that he is the President of DAVID W. GRIFFITH CORPORATION, the Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

Gertrude Wennem,

Notary Public, Kings County N. Y.
Clerk's No. 189, Register's No. [illegible]
Certificate filed New York Co. No. [illegible]
New York County Register's No. [illegible]
Commission expires March 30, 1921

Copy

CRAVATH & HENDERSON
52 WILLIAM STREET

NEW YORK July 3, 1920.

D. W. Griffith, Incorporated.

Dear Sirs:

We have examined a copy of the Certificate of Incorporation of D. W. Griffith, Incorporated, certified by the Secretary of the State Tax Commission of Maryland, and have also examined a copy, certified by the Secretary of said corporation, of the minutes of the meeting of its Board of Directors held July 1, 1920, including proceedings for the organization of said corporation and resolutions authorizing the issue of 125,000 shares of its Class A Stock without par value and the sale of all or any part thereof to you.

We are of opinion that said D. W. Griffith, Incorporated, is a duly organized and existing corporation under the laws of the State of Maryland; that said proceedings have been taken in accordance with the laws of said State, and that the shares of Class A stock of said corporation, when issued to an aggregate amount not exceeding 125,000 shares and in accordance with said resolutions, will have been duly and validly issued.

Very truly yours,

Messrs. Counselman & Co.,
112 West Adams Street,
Chicago, Ill.

x

D.W. Griffith Service offers Babylon

The Fall of Babylon — A Super-Spectacle

The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

July 3, 1920.

Babylon
not filed

Mr. A. Banzhof,
2 Rector Street,
New York City.

Dear Mr. Banzhof,

We have had a claim in with the American Railway Express since January on account of a delayed shipment, which was clearly due to negligence on the part of some one of their employees. We filed claim for three hundred and fifty dollars and they have offered to settle for fifty seven, which, of course, is an absurd offer.

Mr. Grey requests me to learn if you can refer us to any attorney who can handle this case for us. If so, will you kindly advise me.

Thanking you, we remain

Very truly yours,

D. W. Griffith Service.

Booker.

CC

Gross
2640.72 7750
Net before stamps
2552.510.00
for 27
Mar 31-20

July 6, 1920.

Messrs. Counselman & Co.,
112 West Adams Street,
Chicago, Ill.

Dear Sirs:

As Secretary of the D.W.G. Corporation, a Delaware Corporation, I do hereby certify to you that said Corporation has no outstanding indebtedness or liabilities, except those which are to be assumed by D.W.GRIFFITH, INCORPORATED, in consideration of the transfer to it of the property mentioned in Mr. D.W.Griffith's letter dated July 1st 1920 addressed to D.W.GRIFFITH, INCORPORATED, and except certain Federal Income Taxes, which it has sufficient current assets to discharge when due.

Very truly yours,

CRAVATH & HENDERSON
52 WILLIAM STREET

NEW YORK

July 6, 1920.

In Re: D. W. Griffith Incorporated.

Dear Mr. Banzhaf:

I enclose the following papers:

(1) Counselman & Co's. acceptance of the letter from D. W. Griffith, Incorporated, dated July 1, 1920.

(2) Original and two copies of certification as to payment of Maryland taxes.

(3) Certified copy of certificate of incorporation.

(4) Copy of circular signed by Mr. Griffith but superseded by new proof letter signed.

(5) Three telegrams received by the incorporators from Paul F. Clark, requesting to handle part of the insurance on Mr. Griffith's life.

(6) A blank minute book, which has just been received from the Corporation Trust Company.

(7) A form of notice which the company should give to the New York State Tax Commission.

Yours very truly,

Stephen Van Rensselaer

Mr. Albert H. T. Banzhaf,
No. 2 Rector Street,
New York City, N. Y.

k- 8 encl.

FRANCIS M. HUGO
SECRETARY OF STATE

ADDISON B. PARKER
DEPUTY SECRETARY

CHARLES W. TAFT
SECOND DEPUTY SECRETARY

STATE OF NEW YORK

SECRETARY OF STATE'S OFFICE

ALBANY

July 6, 1920.

Albert H. T. Banzhaf, Esq.,

2 Rector St.,

New York City.

Dear Sir:-

In re-D. W. Griffith, Incorporated.

The papers in the matter of the application of the above mentioned corporation for a certificate of authority to do business in this state have been received and referred to the Corporation Tax Bureau of the State Tax Commission for a computation of the license tax to be paid to that office.

We have retained your check for $75.00 and upon the return of the papers from the Tax Department it will be deposited and applied to the payment of the fees of this office for filing the statement and designation and issuing the certificate of authority.

Very truly yours,

Francis M. Hugo

Secretary of State.

DOUGLAS T. JOHNSTON
WOOLWORTH BUILDING
233 BROADWAY
NEW YORK

July 6, 1920.

Wark Producing Corporation,
1476 Broadway,
New York.

Gentlemen:

Will you kindly change my address for interest on Wark Producing Corporation Certificates of Indebtedness from 149 Broadway to the above, and oblige

Very truly yours,

Douglas T. Johnston

CHARLES SCHWARTZ
LOUIS D. FROHLICH
HUGO VOGT

NATHAN BURKAN
COUNSELOR AT LAW
1451 BROADWAY
NEW YORK

TELEPHONE BRYANT 7166
CABLE ADDRESS "BURKLAW NEW YORK"

July 6, 1920

Albert H. T. Banzhaf, Esq.
2 Bector Street,
New York City

My dear Mr. Banzhaf:

I take great pleasure in introducing to you Mr. Errico Bugni, who is a well known attorney in Italy. Mr. Bugni is the attorney for the Caproni Company.

I am confident that any matters that you may care to turn over to him for his attention in Italy will be well taken care of.

Yours very sincerely,

Nathan Burkan

CS/HL

July 6th 1920.

To the State Tax Commission of New York,

Albany, New York.

Gentlemen:

I herewith notify you that D. W. GRIFFITH, INCORPORATED, a foreign corporation organized under the laws of the State of Maryland, has made application to the Secretary of State of New York for a certificate of authority, and that the said Corporation will begin business in the State of New York as soon as a certificate of authority is issued by the Secretary of State.

Yours very truly,

D.W.GRIFFITH, INCORPORATED.

By Albert W Barney

Secretary.

B/GD

CLASS OF SERVICE	
Telegram	
Day Letter	
Night Message	
Night Letter	X

If no class of service is designated the message will be transmitted as a full-rate telegram.

COPY OF WESTERN UNION TELEGRAM

July 7 1920

MESSRS COUNSELMAN & CO

112 WEST ADAMS STREET

CHICAGO ILLINOIS

MR GRIFFITH SUGGESTS THAT SAN FRANCISCO AND LOS ANGELES WOULD BE A GOOD FIELD IN WHICH TO SELL STOCK ON ACCOUNT OF GREAT INTEREST CALIFORNIANS HAVE IN HIS AND OTHER PICTURES AND IF YOU HAVE ANY CONNECTIONS THERE BE SURE TO TRY IT OUT REGARDS

BANZHAF

charge Banzhaf Room 1615 - 2 Rector Street

MAILING DEPT.
Received 1920

The Travelers Insurance Company

POLICYHOLDERS' BUREAU
FRANK STUHLMAN, Superintendent
Hartford, Connecticut July 7, 1920

Central Union Trust Company,
80 Broadway,
New York City, N.Y.

Contract No. 361365 Name David Wark Griffith

Dear Sir:

As requested, we enclose forms in connection with this contract to be executed in duplicate by the insured.

in transferring interest therein, as desired. One copy should then be attached to the contract and the other returned to this office.

R.

Superintendent.

14114. 5-28-'20.

Mr Bayard
O.K. Please sign
and return to Mrs
Griffith

R. 7-20

FORM FOR COLLATERAL SECURITY.

NOTE: *An assignment can be made only by an instrument in Writing INDORSED UPON THE POLICY OR ATTACHED THERETO. A duplicate of such instrument must be furnished to the Company forthwith upon its execution, but the Company shall not be held responsible for the validity or effect of any such assignment.*

For Value Received, I hereby assign, transfer, and set over unto Central Union Trust Company
of New York City State of New York its successors or ~~executors, administrators, and~~ assigns,

all my right, title, claim, interest, and benefit in and to the Policy of insurance issued by THE TRAVELERS INSURANCE COMPANY, Hartford, Conn., on the life of David Wark Griffith and numbered 361365

Any claim hereunder shall be subject to proof by assignee of interest and extent thereof.

In Testimony Whereof I have hereunto set my hand and seal

In presence of at this day of 191

of

of

of

(Give residence of each witness.)

1138. Ed. Nov. 1900. 10-28-'19.

This form should be used only in pledging the policy as collateral security. If it is desired to effect a change of beneficiary, write to the Home Office for blanks, explaining fully the change you desire to make, and suitable blanks will be prepared and forwarded.

July 7th 1920.

Secretary of State,

Albany, New York. Re: D. W. GRIFFITH, INCORPORATED.

Dear Sir:

I have your favor of the 6th inst. relative to the filing of the application of the above named corporation for a certificate to do business in this State and I respectfully request that you kindly expedite the granting of the certificate of authority to do business in behalf of said Corporation in order that we may advise some of the other states that this matter has been complied with.

Thanking you for your courtesy in this matter, I remain

Very truly yours,

AHTB/CD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

July 7th 1920.

Central Union Trust Co. N.Y.
42nd Street Branch,
Madison Avenue & 42nd St.
New York City. Attention Mr. Holt:

Dear Mr. Holt:

I enclose herewith cards showing signatures of the officers of D.W.GRIFFITH, INCORPORATED, a Maryland Corporation, who are authorized to sign checks. Mr. David W. Griffith as President and Mr. J. C. Epping as Treasurer are authorized to sign the checks singly and Mr. Albert L. Grey as Vice-President is authorized to sign checks when counter-signed by myself as Secretary. Certified copy of resolution showing this authority has been heretofore handed to you by Mr. Epping.

Thanking you for your courtesies in this matter, we remain

Very truly yours,

D.W.GRIFFITH,INCORPORATED,

By 6
Secretary

AHTB/GD
Encs.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

July 7th 1920.

Mr. Van Ness,
c/o Cravath & Henderson,
52 William Street,
New York City.

Dear Sir:

In reply to your favor of the 7th inst, I beg to enclose herewith an additional copy of the UNITED ARTISTS CORPORATION contract, copy of list of players and Directors and also a copy of list of stories owned by Mr. Griffith's studio, also three original deeds, one for the Flagler piece, one for the Crawford piece and the other for the right-of-way.

Very truly yours,

AHTB/GD
Encs.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CRAVATH & HENDERSON
52 WILLIAM STREET

NEW YORK

July 7, 1920.

In Re: D. W. Griffith, Inc.

Dear Mr. Banzhaf:

I enclose a copy of the memorandum verified by you last night and which went off to Detroit on the midnight train.

I should like as soon as possible to begin checking over the assignment of the various contracts to the company. When can you arrange to furnish me with copies or let me have access to the originals. I should also like to have another copy of the United Artists Contract, as I had to send the one you gave me to Chicago. If possible, I should also like to have aduplicate of the memoranda of contracts which you had made the other day as Mr. Dodge is very anxious to have copy in his files.

Very truly yours,

Stephen A Van Nest

Mr. Albert H.T. Banzhaf,
No. 2 Rector Street,
New York City, N. Y.

k-

ALL EXPRESSAGE MUST BE PAID BY PARTIES ORDERING GOODS

ESTABLISHED 1868

GOLDSTEIN & CO.

Theatrical and Masquerade Costumers

TELEPHONE DOUGLAS 4851

883 MARKET ST., OPP. POWELL
LINCOLN BLOCK

San Francisco, Cal., July the 7th 1909

The Largest and Best Equipped **Costume Establishment** *on the Pacific Coast*

Official Costumers for all principal Pacific Coast Theaters

WIGS, PLAY BOOKS, MAKE-UP, ETC.

Fancy and Evening Dresses made to order

ALL PRODUCTIONS COSTUMED ACCURATELY AND AT A REASONABLE RATE

Everything Pertaining to the Stage

Mr. A. L. Grey
Gen. Magr. Fall of Babylon, "& Griffith Productions.
720 Longacre Bldg.
New York City. N. Y.

Dear Sir:-

I am to-day in receipt of a letter addressed to L. A, Goldstein of Goldstein '& Co. inc. 833 Market St. which I take is intended for me.

The shares and certificates of indebtedness which I hold in subh Company, as in the name of S. Goldstein of Goldstein & Co.Inc, 883 Market Street. There is absolutely no such firm of L. A, Goldstein and Co. Inc in San Francisco and as I hold certificates and shares in the sum of Two Thousand Dollars ($2000.00) I have opened the letter and found enclosed Check No. 3152 , addressed in favor of L. A. Goldstein which I presume is intended for me.

I was also informed, last Janurary by Mr. Wm. H. Moore of Los Angeles , receiver of Bankruptcy, that there is due me ten per cent (10%) on these certificates from last Janurary.

I have written to you but addressed the latter to Mr. Banzhroft and have had no reply. Will you please tell me how I can go about to obtain the payment due be since Janurary last , and what the check of One Hundred and Eighty Nine Dollars ($189.00) if for, and if same belongs to me, as I hold the check. My address is S. Goldstem of Goldstein & Co. Inc. 883 Market St.

If there is anything to my credit in such Company will you please advise me as regard same.

Thanking you, and trusting you will give this matter your immediate attention, I am

Very Truly Yours,

S. Goldstein

IN THE
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

OFFICE OF
WM. H. MOORE, JR.
TRUSTEE IN BANKRUPTCY
704-6-7 HIGGINS BUILDING
2ND & MAIN STS.
LOS ANGELES, CAL.

TELEPHONES:
MAIN 4622
HOME 10112

IN THE MATTER OF

Goldstein Co., L.A., Inc.
BANKRUPT

Adams, Adams & Binford
ATTORNEY FOR THE TRUSTEE

July 7th, 1920.

Wark Producing Corporation,
Longacre Bldg.,
New York, N. Y.

Gentlemen:

As I have not received interest due on July 1st on Certificates of Indebtedness No. 126-129 to 141, inclusive, I desire to inquire if this interest was paid, and whether the check may have gone astray. These Certificates are all registered in the name of the above named bankrupt, with address in my care.

Thanking you for your advices in this respect, and also for your advices as to whether any dividends have been paid or are payable on the Capital Stock of the Wark Producing Corporation and of the Epoch Producing Corporation which I hold, I am,

Yours truly,

Wm. H. Moore
Trustee.

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 16 BROAD ST. (STOCK EXCHANGE BLDG.), N. Y. ALWAYS OPEN

SV 2 Rector Street NY

68NY CGN 30

CHICAGO ILL 1010A JUL 8 1920

ALBERT T BANZHAF
CARE BANZHAF AND PEMBLETON 2 RECTOR NEWYORK

WIRE RECEIVED WE SENT A MAN CALIFORNIA ESPECIALLY ON THIS DEAL STOP HE HAS INTERESTED BEST DEALERS IN LOSANGELES SANFRANCISCO PORTLAND SEATTLE TACOMA WHO WILL JOIN US IN OFFERING

COUNSELMAN AND CO

1210PM

I, ALBERT H. T. BANZHAF, do hereby certify that I am the Secreta ry of D. W. GRIFFITH, IN CORPORATED, a Maryland Corporation, and that the following is a list of the duly elected Directors of the D. W. Griffith, Incorporated, now acting.

Mr. D. W. Griffith,
Mr. Albert L. Grey,
Mr. J. C. Epping,
Mr. Albert H. T. Banzhaf,
Mr. J. A. Manning,
Mr. John Powers.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Corporation this 5 day of July, 1920.

Albert H. T. Banzhaf
Secretary.

I, ALBERT H.T. BAMZHAF, do hereby certify that I am the Secretary of D. W. GRIFFITH, INCORPORATED, a Maryland Corporation, and that at a meeting of the Board of Directors of said Corporation duly called and held on the first day of July, 1920, at which meeting a quorum was present and acting throughout resolutions were duly adopted of which the following are full, true and complete copies:

RESOLVED that John Powers and R.F. Long be and each of them hereby is appointed an additional Vice-President of this Corporation and that E.M. Draper and C.M. Conway be, and each of them hereby is, appointed an Assistant Secretary of this Corporation;

RESOLVED that each of the Vice-Presidents hereby appointed be and hereby is authorized and empowered to sign with the Secretary or any Assistant Secretary, or the Treasurer, or any Assistant Treasurer, of this Corporation, certificates of Class A Stock of this Corporation.

RESOLVED that each of the Assistant Secretaries hereby appointed be and hereby is authorized and empowered, with the President or any Vice-President of this Corporation, to sign certificates of the Class A Stock of this Corporation;

RESOLVED that the Secretary of this Corporation furnish to each of its Transfer Agents and Registrars a certified copy of these resolutions, together with specimen signatures of said officers, and that this Corporation will protect said Transfer Agents and Registrars, and each of them, in their use and reliance upon certificates of stock of this Corporation purporting to bear such signatures.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Corporation this 5th day of July, 1920.

Albert H.T. Bamzhaf
Secretary.

I, ALBERT H.T. BAUMHAF, do hereby certify that I am the Secretary of D. W. GRIFFITH, INCORPORATED, a Maryland Corporation, and that at a meeting of the Board of Directors of said Corporation duly called and held on the first day of July, 1920, at which meeting a quorum was present and acting throughout resolutions were duly adopted of which the following are full, true and complete copies:

RESOLVED that John Powers and R.E. Long be and each of them hereby is appointed an additional Vice-President of this Corporation and that E.M. Draper and C.M. Conway be, and each of them hereby is, appointed an Assistant Secretary of this Corporation;

RESOLVED that each of the Vice-Presidents hereby appointed be and hereby is authorized and empowered to sign with the Secretary or any Assistant Secretary, or the Treasurer, or any Assistant Treasurer, of this Corporation, certificates of Class A Stock of this Corporation.

RESOLVED that each of the Assistant Secretaries hereby appointed be and hereby is authorized and empowered, with the President or any Vice-President of this Corporation, to sign certificates of the Class A Stock of this Corporation;

RESOLVED that the Secretary of this Corporation furnish to each of its Transfer Agents and Registrars a certified copy of these resolutions, together with specimen signatures of said officers, and that this Corporation will protect said Transfer Agents and Registrars, and each of them, in their use and reliance upon certificates of stock of this Corporation purporting to bear such signatures.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Corporation this 8 day of July, 1920.

Albert H.T. Baumhaf
Secretary.

I, ALBERT H. T. BANZHAF, do hereby certify that I am Secretary of D.W. GRIFFITH, INCORPORATED, a Maryland Corporation, and that the following is a list of the officers together with their signatures set opposite their names who are authorized to sig n checks pursuant to resolution duly passed at a meeting of the Board of Directors of the above corporation on the 1st day of July, 1920, certification of which is hereto annexed and made a part hereof:

OFFICER	OFFICE	SPECIMEN SIGNATURE
David W. Griffith	President	D.W. Griffith
J. C. Epping	Treasurer	
Albert H.T. Banzhaf	Secretary	Albert H.T. Banzhaf
Albert L. Grey	Vice-President	Albert L. Grey

And I do further certify that the following is a list of additional Vice-Presidents and Assistant Secretaries, together with their signatures set opposite their names who are authorized to sign certificates of Class A Stock of the above-named Corporation, in addition to the permanent officers above-mentioned, pursuant to resolution passed at the aforesaid meeting.

OFFICER	OFFICE	SPECIMEN SIGNATURE.
John Powers	Vice-President	John Powers
R. E. Long	Vice-President	Robert Edgar Long

OFFICER	OFFICE	SPECIMEN SIGNATURE.
E. M. Draper	Assistant Secretary	E. M. Draper
C. M. Conway	Assistant Secretary	C. M. Conway

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Corporation this 8 day of July, 1920.

Albert W Baughan

Secretary.

Romance

United Artists Corporation

100 Golden Gate Ave.

San Francisco, Calif.

July
Eighth
1 9 2 0

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York City.

Dear Mr. Banzhaf:

This will acknowledge receipt of your communication of June 24th and for your information please be advised that we have at all times handled advertising on "ROMANCE" in accordance with contents of your letter.

We appreciate very much your kind statements regarding our organization and co-operation and hope that we may always merit the splendid confidence you have in us.

Very truly yours,

UNITED ARTISTS CORPORATION

Edw. B. Banda

Sales Manager

EBB:C

FRANCIS M. HUGO
SECRETARY OF STATE

ADDISON B PARKER
DEPUTY SECRETARY

CHARLES W. TAFT
SECOND DEPUTY SECRETARY

STATE OF NEW YORK

SECRETARY OF STATE'S OFFICE

WTF/P-8247

ALBANY

July 8, 1920.

Albert H. T. Banzhaf, Esq.,
2 Rector St.,
New York City.

Dear Sir:-

Answering your letter of the 7th inst. you are informed that qualifying papers by D. W. Griffith, Incorporated are still at the office of the State Tax Commission awaiting the adjustment of the license tax. It might expedite matters for you to communicate direct with that department.

Respectfully yours,

Francis M. Hugo

Secretary of State.
By J

Both offices today, & please they will mail same to-day with instructions to forward one to clearance July 9, 20 a.m.

4881

Form 57-1083. 4-2-19-1000 (2-3761)

STATE OF NEW YORK

OFFICE OF THE

SECRETARY OF STATE

CERTIFICATE OF AUTHORITY

To do business in New York State

It is hereby Certified, *That* - - - - - - - - -

D. W. GRIFFITH, INCORPORATED,

which appears from the papers filed in this office on the ninth *day of* July *1920, to be a foreign stock corporation organized and existing under the laws of the State of* - - - - - - -

Maryland, *has complied with all the requirements of law to authorize it to do business in this State, and that the business of such corporation to be carried on in this State is such as may be lawfully carried on by a corporation incorporated under the laws of this State for such or similar business.*

Witness *my hand and the seal of office of the Secretary of State, at the City of Albany, this* 9th *day of* July *1920.*

Second Deputy Secretary of State

STATE OF NEW YORK

SECRETARY OF STATE'S OFFICE

ALBANY

K:M

Corporation Bureau

July 9 1920

Albert H. Banzhaf, Esq.,

2 Rector St., New York City.

Dear Sir:-

Enclosed herewith please find check for $21.85, the amount of overpayment of fees in relation to the Certificate of Statement & Designation of "D. W. Griffith, Incorporated".

Very truly yours,

Francis M. Hugo

Secretary of State.

M-115

CRAVATH & HENDERSON

52 WILLIAM STREET

NEW YORK July 9, 1920.

D. W. Griffith, Incorporated

Dear Mr. Banzhaf:

I have your letter of July 7, 1920, and enclosures.

Yours very truly,

Stephen A Van Meter

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

N

P.S.- I enclose four copies of form for assignment of United Artists Contract. Let me have one conformed to executed copy, please.

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

July 9th 1920.

Guaranty Trust Company of New York,
140 Broadway,
New York City.

Dear Sirs:

This Corporation has granted to Counselman & Co. an option to purchase all or any part of the 125,000 shares of its Class A Stock and has instructed the respective Transfer Agents to issue original certificates therefor in such names as may be requested by, and to or upon the order of, Counselman & Co. For the present Central Union Trust Company of New York, the New York Transfer Agent, has been authorized to so issue certificates up to 50,000 shares and Central Trust Company of Illinois, the Chicago Transfer Agent, up to 75,000 shares. Until instructed by us to the contrary, you are authorized and directed to register the original certificates issued by the New York Transfer Agent in such names and for such number of shares, up to an aggregate of 50,000 shares, as may be designated in the requests of Counselman & Co. filed with such Transfer Agent. You will, of course, register transfers of certificates issued by either Transfer Agent as provided by the resolutions appointing you.

Very truly yours,

D.W.GRIFFITH, INCORPORATED.

By Albert H. Banzhaf

Secretary.

July 9th 1920.

Central Union Trust Company of New York,

Transfer Agent in the City of
New York, for Certificates of
Class A Stock of D.W.Griffith,
Incorporated,

60 Broadway,
New York City.

Dear Sirs:

The following instructions are given you as Transfer Agent for the Class A Stock of the undersigned D.W.GRIFFITH, INCORPORATED.

We have already handed you:

(a) Copy of certificate of incorporation duly certified by the Secretary of the Corporation.

(b) One certified copy of the By-Laws.

(c) Certified copy of resolutions appointing Transfer Agents.

(d) Certified copy of resolution appointing additional Vice-Presidents and Assistant Secretaries to sign certificates.

(e) Certified copy of resolutions with respect to bank accounts and signing of checks (with your 42nd St. Branch.)

We hand you herewith:

(f) List of officers authorized to sign stock certificates, together with specimen signatures of officers

authorized to sign stock certificates.

(g) Specimen of stock certificates.

(h) Copy of instructions sent to the Chicago Transfer Agent simultaneously herewith.

(1) Until otherwise directed by the President, the Vice-President or the Secretary of the Corporation you are authorized as such Transfer Agent to countersign, record and issue in the manner provided in the resolutions appointing you, original certificates for said Class A Stock of this Corporation to an amount not exceeding 50,000 shares.

(2) Such certificates shall from time to time be executed and recorded in such names and for such numbers of shares as Counselman & Co., of Chicago, who have acquired an option to purchase said stock, shall request in writing.

(3) Upon the payment to you for account of this Corporation of the sum of $8.50 in cash for each share of such stock so issued, you are authorized and directed to deliver said certificates to said Counselman & Co., or to such persons as they may in writing request.

(4) The sums so paid to you by Messrs. Counselman & Co. are to be held on deposit by you to our credit as arranged between you and our Treasurer.

(5) You are authorized to purchase, affix and cancel stamps for the Federal Issue Tax of five cents a share and to charge the cost of the same against the funds held to our credit.

(6) As you shall from time to time issue certificates in accordance with these instructions, furnish us with copies of the requests, together with a statement as to what shares have been issued and delivered by you in conformity therewith.

(7) Your transfer records are to be made out in quadruplicate, one to be retained by you, one sent to our Secretary, one sent to the Chicago Transfer Agent and the fourth sent to the Baltimore office of The Corporation Trust Company, 101 East Fayette Street, which company is in charge of the principal office of this Corporation in that State.

(8) Blank certificates signed by the proper officers will be furnished you from time to time as your necessities may require.

If you require any further documents or instructions please advise us.

Very truly yours,

D.W.GRIFFITH, INCORPORATED.

By Albert A Barnes

Secretary

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

July 9th 1920.

Continental & Commercial Trust and Savings Bank,

Chicago, Ill. RE: D.W.GRIFFITH, INCORPORATED.

Dear Sirs:

The proceedings for the organization of D.W.GRIFFITH, INCORPORATED, under the laws of the State of Maryland, for the acquisition by it of the property described in the letter of D. W. Griffith to it dated July 1st, 1920 and to authorize the issue of 125,000 shares of its Class A Stock and 375,000 shares of its Class B Stock have been taken under my supervision as counsel for Mr. Griffith and General Counsel of said Corporation.

I am of opinion that said D. W. Griffith, Incorporated is a duly organized and existing corporation under the laws of the State of Maryland; that said proceedings have been taken in accordance with law; said Corporation has duly acquired all the property referred to in said letter of Mr. Griffith subject as thereinstated; that the issue to Mr. Griffith of said 375,000 shares has been duly and validly authorized, and that all necessary proceedings have been taken to authorize the issue from time to time of all or any part of said 125,000 shares of Class A Stock to or upon the order of Counselman & Co., which they may elect to purchase by September 15, 1920, upon payment by them to said Corporation, or to Central Union Trust Company of New York or Central Trust Company of Illinois for account of said Corporation of $8.50 for each share of said stock so purchased.

Yours very truly,

Albert H. Banzhaf

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

July 9th 1920.

Continental & Commercial Trust & Savings Bank,

Chicago, Ill.

Re: D.W.GRIFFITH, INCORPORATED.

Dear Sirs:

Through Counselman & Co. we have already sent you the following papers in connection with your acting as Registrar in the City of Chicago for the Class A Stock of D.W.GRIFFITH, INCORPORATED:

(a) Copy of Certificate of Incorporation certified by the Secretary of the State Tax Commission.

(b) Certified copy of the By-Laws.

(c) Certified copy of resolutions appointing Registrars.

(d) Certified copy of resolutions authorizing the issue of the Class A Stock and the granting of an option thereon to Counselman & Co.

We also hand you herewith:

(e) Certified copy of resolutions appointing additional Vice-Presidents and Assistant Secretaries to sign certificates.

(f) List of officers authorized to sign stock certificates.

(h) Specimen signatures of officers.

(i) Specimens of stock certificates.

(j) Opinion of our General Counsel as to legality.

(k) Copy of instructions sent to the New York Registrar simultaneously herewith.

This Corporation has granted to Counselman & Co. an option to purchase all or any part of the 125,000 shares of its Class A Stock and has instructed the respective Transfer Agents to issue original certificates therefor in such names as may be requested by, and to or upon the order of, Counselman &

Co. For the present Central Union Trust Company of New York, the New York Transfer Agent, has been authorized to so issue certificates up to 50,000 shares and Central Trust Co mpany of Illinois, the Chicago Transfer Agent, up to 75,000 shares. Until instructed by us to the contrary, you are authorized and directed to register the original certificates issued by the Chicago Transfer Agent, in such names and for such number of shares, up to an aggregate of 75,000 shares, as may be designated in the requests of Counselman & Co., filed with such Transfer Agent. You will, of course, register transfers of certificates issued by either Transfer Agent as provided by the resolutions appointing you.

Very truly yours,

D. W. GRIFFITH, INCORPORATED.

By Albert B Barnes

Secretary

P.S. We have submitted all these papers to the Central Union Trust Company of New York and they have approved them as to form and sufficiency.

If you desire any further documents or instructions please advise us.

A.H.T.B.

BURR McINTOSH

THE ORIGINAL PREPAREDNESS MAN

IS NOW PRESENTING HIS VIRILE

"PLAIN TALK"

"OUR COUNTRY - AWAKE AT LAST!!!"

~~EDWARD E. RICE, MANAGER~~

~~ROOM 913 BROKAW BUILDING~~

~~BROADWAY & 42ND STREET~~

PHONE BRYANT ~~1058~~ 1940

"To be prepared for war is one of the most effectual means of preserving peace. A free people ought not only to be armed but disciplined."
George Washington.

"Without doubt, Burr McIntosh is one of the foremost men on the lecture platform today and perhaps the most fearless and independent in his views."
Worcester (Mass.) Gazette.

"Burr McIntosh, with his new, wonderful illustrated lecture, 'Our Country and It's Future,' is doing more to acquaint our people with their country, and to instill a patriotic and self-respecting feeling into their breasts, than any other single agency today."
Editorial, Buffalo News, 1907

Illustrated With Three Hundred WONDERFUL COLORED VIEWS and CARTOONS

729 Sixth Avenue

New York, July 9th 1920 1917

My dear Mr. Griffith,

I wish you to know that I deeply appreciate the sentiments expressed that morning. Many times, I could not understand and wondered if I were a misfit. But; "all's Well!" now. It was quite the most interesting and gratifying experience in a long and varied career. I frankly hope that it may be decreed that I shall have the opportunity to be of greater service to you - because of the "varied"

Again thanking you and hoping there will be no disappointments in the final development of your great work, I am, Sincerely, Burr McIntosh

July 10th 1920.

Mr. Johnston,
c/o Cravath & Henderson,
52 William Street,
New York City.

Dear Mr. Johnston:

Enclosed herewith please find mortgage of Howell C. Perrin and wife to the Westchester County Savings Bank in the sum of $12,500., together with bond in the same parties, also satisfaction piece of said mortgage duly executed and acknowledged by the Westchester County Savings Bank. This is the mortgage which has been satisfied and was on record against the Crawford title.

If you wish me to record the satisfaction piece kindly return the same and I will do so, or if you record it kindly advise me thereof.

Please also return the bond and mortgage for my files.

Very truly yours,

AHTB/GD
Enc.

40 WALL STREET
NEW YORK

July 10, 1920.

D.W. Griffith, Inc.
c/o Albert H.T.Banzhaf, Esq.
Room 1615, #2 Rector St.New York City.

Gentlemen:

Referring to contract with D.W. Griffith, Incorporated, dated June 18th,1920 and the contract between D.W.Griffith,Incorporated and ourselves, dated July 1st -

We beg to confirm purchase of five thousand (5,000) Class "A" shares of D.W. GRIFFITH, Incorporated, under the terms contained therein.

Very truly yours,

Counselman & Co.

Registered Mail.

CENTRAL TRUST COMPANY OF ILLINOIS

125 West Monroe Street,

Chicago, July 10, 1920.

Cravath & Henderson, Attorneys,
54 William Street,
New York, N. Y. ATTENTION MR. SWAINE.

Gentlemen:

Through our good friends and customers - Counselman & Company, we understand that they are handling the sale of some securities for D. W. Griffith, Inc., and that they have spoken to you regarding opening an account here with us in connection with this transaction.

We are enclosing signature cards together with our regular forms of resolution. Will you kindly have the signature cards signed in duplicate by allofficers authorized to sign for D. W. Griffith, Inc., and return the two sheet resolution to us under the seal of the corporation, signed by its secretary? The insert is for the D. W. Griffith, Inc., records.

Interest will be paid on this account, 2% on balances over $1,000, credited monthly. This is dependent, of course, upon your carrying a minimum balance of $1,000 at all times.

We appreciate this opportunity to serve you and we will do everything in the world that we can to give D. W. Griffith, Inc., the very best of service.

Very truly yours,

T. C. Neal

TCN.C Vice-President.

Check Book

CRAVATH & HENDERSON
52 WILLIAM STREET

NEW YORK

July 10, 1920.

D. W. Griffith. Incorporated.

Dear Sir:

We transmit herewith an agreement of D. W. Griffith, Incorporated, to assume the obligations of D. W. G. Corporation in respect of payments for right of way over the "Greacen" property at Mamaroneck and an assignment by D. W. G. Corporation of rights to receive payments from Westchester Lighting Company in respect of said right of way.

May we ask you to have these instruments duly executed by and filed with the records of the respective corporations. and transmit for our files true copies thereof.

Yours very truly,

Cravath & Henderson.

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

k

MOTION PICTURE THEATRE OWNERS OF AMERICA

TIMES BUILDING

NEW YORK CITY

OFFICERS

PRESIDENT
SYDNEY S. COHEN, NEW YORK, N. Y.

TREASURER
E. T. PETER, DALLAS, TEXAS

EXECUTIVE SECRETARY
SAM BULLOCK, CLEVELAND, O.

RECORDING SECRETARY
M. VAN PRAAG, KANSAS CITY, KAN.

EXECUTIVE COMMITTEE

A. C. HAYMAN, NIAGARA FALLS, N. Y.
C. L. O'REILLY, NEW YORK, N. Y.
W. H. LINTON, UTICA, N. Y.
ERNEST H. HORSTMAN, WORCESTER, MASS.
JOSEPH STERN, NEWARK, N. J.
JOHN S. EVANS, PHILADELPHIA, PA.
HENRY POLK, PITTSBURG, PA.
C. E. WHITEHURST, BALTIMORE, MD.
H. H. LUSTIG, CLEVELAND, O.
J. C. RITTER, DETROIT, MICH.
F. REMBUSH, INDIANAPOLIS, IND.
DR. H. Q. ALEXANDER, DAYTON, O.
ROLAND, HILL, GREENSBORO, N. C.
H. C. FARLEY, MONTGOMERY, ALA.
C. C. BETHENCOURT, HOUMA, LA.
W. D. BURFORD, AURORA, ILL.
W. A. STEFFES, MINNEAPOLIS, MINN.
FRED SEEGERT, MILWAUKEE, WIS.
A. R. PRAMER, OMAHA, NEB.
CHAS. BURKEY, KANSAS CITY, MO.
RALPH TALBOT, TULSA, OKLA.
A. W. LILLY, GREENVILLE, TEX.
M. C. KELLOG, LEAD, S. D.
GLENN HARPER, LOS ANGELES, CAL.
DANIEL MARKOWITZ, SAN FRANCISCO, CAL.
J. WELLS, NORFOLK, VA.
GEO. H. GROMBACHER, SPOKANE, WASH.

OFFICERS

VICE PRESIDENT
C. C. GRIFFIN, OAKLAND, CAL.

2ND VICE PRESIDENT
JOSEPH HOPP, CHICAGO, ILL.

3RD VICE PRESIDENT
W. C. PATTERSON, ATLANTA, GA.

4TH VICE PRESIDENT
C. W. GATES, ABERDEEN, S. D.

July 10th
1 9 2 0

Mr. D. W. Griffith,
Mamaroneck, N. Y.

Dear Mr. Griffith:

THE MOTION PICTURE THEATRE OWNERS OF AMERICA at their convention in Cleveland discussed at great length the business attitude of United Artists Corporation of which you are a member. I am glad of the opportunity to say that it was the concensus of opinion that your organization should be congratulated in not having joined the producers whose main object seems to be the acquisition of theatres in direct competition with the independent exhibitors.

However, I feel it my duty to bring to your attention the hostile and arrogant attitude assumed towards the exhibitors of the country by your business representative, Mr. Hiram Abrams. Mr. Abrams has been insisting on having the exhibitor pay the full amount agreed upon for the use of a picture at the time of the signing of the contracts. This imposes an unnecessary hardship upon the exhibitors. It also casts a distinct reflection on either their ability or their willingness to live up to their contracts.

I had a two hour conference with Mr. Abrams the other evening for the purpose of modifying the unfair treatment abowe alluded to. I suggested to him that the payment of 25% on the signing of the contract and the balance one week in advance of the play date would be a more equitable arrangement than the one he is enforcing now. He refused to discuss or entertain our proposition. I made it plain to Mr. Abrams that the exhibitors of the Country wanted a different arrangement, and I advised him I would take the matter up with you.

MOTION PICTURE THEATRE OWNERS OF AMERICA

TIMES BUILDING

NEW YORK CITY

OFFICERS

PRESIDENT
SYDNEY S. COHEN, NEW YORK, N. Y.

TREASURER
E. T. PETER, DALLAS, TEXAS

EXECUTIVE SECRETARY
SAM BULLOCK, CLEVELAND, O.

RECORDING SECRETARY
M. VAN PRAAG, KANSAS CITY, KAN.

EXECUTIVE COMMITTEE

A. C. HAYMAN, NIAGARA FALLS, N. Y.
C. L. O'REILLY, NEW YORK, N. Y.
W. H. LINTON, UTICA, N. Y.
ERNEST H. HORSTMAN, WORCESTER, MASS.
JOSEPH STERN, NEWARK, N. J.
JOHN S. EVANS, PHILADELPHIA, PA.
HENRY POLK, PITTSBURG, PA.
C. E. WHITEHURST, BALTIMORE, MD.
H. H. LUSTIG, CLEVELAND, O.
J. C. RITTER, DETROIT, MICH.
F. REMBUSH, INDIANAPOLIS, IND.
DR. H. Q. ALEXANDER, DAYTON, O.
ROLAND, HILL, GREENSBORO, N. C.
H. C. FARLEY, MONTGOMERY, ALA.
C. C. BETHENCOURT, HOUMA, LA.
W. D. BURFORD. AURORA, ILL.
W. A. STEFFES, MINNEAPOLIS, MINN.
FRED SEEGERT, MILWAUKEE, WIS.
A. R. PRAMER, OMAHA, NEB.
CHAS. BURKEY, KANSAS CITY, MO.
RALPH TALBOT, TULSA, OKLA.
A. W. LILLY, GREENVILLE, TEX.
M. C. KELLOG, LEAD, S. D.
GLENN HARPER, LOS ANGELES, CAL.
DANIEL MARKOWITZ, SAN FRANCISCO, CAL.
J. WELLS, NORFOLK, VA.
GEO. H. GROMBACHER, SPOKANE, WASH.

OFFICERS

VICE PRESIDENT
C. C. GRIFFIN, OAKLAND, CAL.

2ND VICE PRESIDENT
JOSEPH HOPP, CHICAGO, ILL.

3RD VICE PRESIDENT
W. C. PATTERSON, ATLANTA, GA.

4TH VICE PRESIDENT
C. W. GATES, ABERDEEN, S. D.

#2-D-W-G-
7-10-20-

It is difficult for me to believe that you sanction such methods. On the contrary, I believe, you will be disposed to take the matter up in a spirit of fairness and discuss it with us, trying at least to get our viewpoint of the matter.

I know that the pictures of your organization are kept out of a large number of motion picture theatres throughout the country because of the business dealings pursued by Mr. Abrams. This matter has been discussed at length at the Theatre Owners Chamber of Commerce in New York City and Mr. Abrams was informed of the action of the Chamber. Exhibitors in other sections of the country are discussing same also at this time.

It may interest you in connection with this matter to know that Mr. Thomas H. Boland, of Oklahoma City, a member of the Executive Committee of the Theatre Owners and Managers Association of Oklahoma, is complaining of an act of extraordinary and reckless disregard of his rights by the United Artists Corporation. From a letter sent to me by Mr. Ralph Talbot, Executive Committee member of the Motion Picture Theatre Owners of America representing the Oklahoma territory, I am advised that Mr. Boland contracted with your Mr. Luckett, Branch Manager at Dallas, Texas, for productions "The Mollycoddle" and "Suds". He was furnished with the dates and all necessary paper was forwarded to him. He also was advised that contracts would be sent to him later, following the method of procedure which had always been adhered to previously, as Mr. Boland had played all United Artists productions. That was the last Mr. Boland heard in the matter. After having advertised the picture thoroughly "the whole town having been heavily billed", he wondered why the contracts hadn't arrived as Mr. Luckett had promised. Three days before showing of the picture he phoned your Dallas office and was informed that they had contracts from New York completely ignoring the

MOTION PICTURE THEATRE OWNERS OF AMERICA

TIMES BUILDING

NEW YORK CITY

OFFICERS

PRESIDENT
SYDNEY S. COHEN, NEW YORK, N. Y.

TREASURER
E. T. PETER, DALLAS, TEXAS

EXECUTIVE SECRETARY
SAM BULLOCK, CLEVELAND, O.

RECORDING SECRETARY
M. VAN PRAAG, KANSAS CITY, KAN.

EXECUTIVE COMMITTEE

A. C. HAYMAN, NIAGARA FALLS, N. Y.
C. L. O'REILLY, NEW YORK, N. Y.
W. H. LINTON, UTICA, N. Y.
ERNEST H. HORSTMAN, WORCESTER, MASS.
JOSEPH STERN, NEWARK, N. J.
JOHN S. EVANS, PHILADELPHIA, PA.
HENRY POLK, PITTSBURG, PA.
C. E. WHITEHURST, BALTIMORE, MD.
H. H. LUSTIG, CLEVELAND, O.
J. C. RITTER, DETROIT, MICH.
F. REMBUSH, INDIANAPOLIS, IND.
DR. H. Q. ALEXANDER, DAYTON, O.
ROLAND, HILL, GREENSBORO, N. C.
H. C. FARLEY, MONTGOMERY, ALA.
C. C. BETHENCOURT, HOUMA, LA.
W. D. BURFORD, AURORA, ILL.
W. A. STEFFES, MINNEAPOLIS, MINN.
FRED SEEGERT, MILWAUKEE, WIS.
A. R. PRAMER, OMAHA, NEB.
CHAS. BURKEY, KANSAS CITY, MO.
RALPH TALBOT, TULSA, OKLA.
A. W. LILLY, GREENVILLE, TEX.
M. C. KELLOG, LEAD, S. D.
GLENN HARPER, LOS ANGELES, CAL.
DANIEL MARKOWITZ, SAN FRANCISCO, CAL.
J. WELLS, NORFOLK, VA.
GEO. H. GROMBACHER, SPOKANE, WASH.

OFFICERS

VICE PRESIDENT
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JOSEPH HOPP, CHICAGO, ILL.

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W. C. PATTERSON, ATLANTA, GA.

4TH VICE PRESIDENT
C. W. GATES, ABERDEEN, S. D.

#3-D-W-G-
7-10-20-

promises and agreement of Mr. Luckett, and giving the pictures to another man who is building a theatre in Oklahoma City. If Mr. Boland had not called up the Dallas office it would have meant a dark house for him on the Fourth of July. Must I reiterate my firm belief that such methods of dealing with the men who show your pictures to the public, cannot meet with your approval and that we only need call your attention to this state of affairs to have the proper remedies applied.

It would indeed be a blow to eighty-five per cent of the motion picture theatre owners of this Country who are doing their utmost to keep the market open so that superior productions may be given preference on the screens throughout the land, if you, one of the great and recognized leaders of the Industry, allowed to be continued these annoying and unfair business tactics. We need the encouragement of great artists like yourself to see that justice is done to the men who are doing so much to bring your messages to the motion picture theatre going public, whom, I assure you, are even more interested (if possible) than the exhibitor himself in keeping the screen unharnessed and independent.

We all believe you will act quickly in this matter for we feel that our entire strength and organization are needed to combat the producer-exhibitors who are now invading our branch of the industry.

With kindest personal regards, I am

Sincerely yours,

Sydney S. Cohen
President.

MOTION PICTURE THEATRE OWNERS
OF AMERICA.

CRAVATH & HENDERSON
52 WILLIAM STREET

NEW YORK July 12, 1920.

D. W. Griffith, Incorporated.

Dear Mr. Banzhaf:

With reference to the filing of the consent to service of process in the State of Michigan, I enclose two copies of the form of consent prescribed by the Michigan Securities Commission. Will you have the blanks filled and one copy executed and returned to me to be forwarded to Detroit.

I also enclose the printed form of resolutions which the Michigan Securities Commission prescribes, on which I have noted the changes necessitated by the fact that the dealers and not the corporation are selling the securities in Michigan. Will you please have these resolutions in their modified form adopted and a certified copy prepared and returned with the consent, so that the two may be forwarded to Michigan with as little delay as possible.

Very truly yours,

Stephen A Van Ness

Albert H. T. Banzhaf, Esq.,
2 Rector St.,
New York City.

Y-Encl.

Form No. 2

MICHIGAN SECURITIES COMMISSION

Consent Under Section 6, Act 46, Public Acts 1915.

Know all Men by These Presents:

That the D.W.GRIFFITH, INCORPORATED of 1476 Broadway, New York CITY, a corporation, incorporated and doing business under and by virtue of the laws of the State of Maryland, and for the purpose of complying with the provisions of Section 6, of Act No. 46, Public Acts of 1915, of the State of Michigan, does hereby and herein make and give its consent that suits and actions may be commenced against it in the proper court of any county in said State of Michigan in which a cause of action may arise against it or in which the plaintiff in said action may reside by the service of any process or pleadngs authorized by the laws of said State of Michigan on the Commissioner of the State Banking Department of said State of Michigan. It is hereby stipulated and agreed on the part of said corporation that such service of such process or pleadings on such Commissioner shall be taken and held in all courts to be as valid and binding as if due service had been made upon such corporation itself.

The consent herein given shall be deemed to be and is irrevocable.

IN WITNESS WHEREOF, the said corporation has hereunto affixed its seal and signature in accordance with the resolution of the Board of Directors thereof authorizing the same.

D.W.GRIFFITH,INCORPORATED (L. S.)

By Albert L. Grey (L. S.)
Vice - President.

[SEAL]

By Albert H.T. Banzhaf (L. S.)
Secretary.

STATE OF NEW YORK }
County of NEW YORK } ss.

On this 13th day of July, A. D. 19 20 personally appeared before me, a notary public in and for said county and State, New York ALBERT L. GREY and ALBERT H.T. BANZHAF who are both known to me to be the persons whose signatures are attached to the foregoing instrument and who each acknowledge the same to be his act and deed, and the act and deed of the corporation for which each said person purports to act.

Gertrude Denneen.
Notary Public.

My commission expires

(Attach hereto duly certified copy of the resolution of the board of directors authorizing the above.)

Notary Public, Kings County N. Y.
Clerk's No. 189, Register's No. 1077
Certificate filed New York Co. No. 191
New York County Register's No. 1258
Commission expires March 30, 1921

Form No. 2

Michigan Securities Commission

Consent to Service under Section 6, Act 46, Public Acts 1915.

By

.....

.....

Filed.....

WAIVER OF NOTICE
-of-
SPECIAL MEETING OF DIRECTORS
-of-
D.W. GRIFFITH, INCORPORATED

- - - - -

The undersigned, being all the Directors of the above corporation, hereby waive all notice whatsoever of the Special Meeting of Directors of the above Corporation to be held at Room - Borough of Manhattan, City of New York on the day of July, 1920, at o'clock and consent to the holding of said meeting at the same time and place and to the transaction of any business which may be brought before the Board.

Dated, July , 1920.

D W Griffith

Albert E. Grey

John Power

Jas Cunning

At a Special Meeting of the Board of Directors of D.W.GRIFFITH, INCORPORATED, held pursuant to Waiver at its office at the Longacre Building, in the Boro of Manhattan, City of New York, on the 12th day of July, 1920, at 1 o'clock P.M.

P R E S E N T : ALBERT L. GREY
ALBERT H.T. BANZHAF
JOHN POWERS
-and-
J.A. MANNING

constituting a majority of the Directors and a quorum.

Mr. Grey called the meeting to order, and Mr. Banzhaf acted as Secretary.

Mr. Banzhaf presented a Waiver of Notice for this meeting signed by all the members of the Board, which Waiver of Notice was approved and ordered on file.

The Secretary then stated that he had received a request from the Transfer Agents at Chicago for a Resolution authorizing them to seek advice of the Corporation's counsel or their own counsel with respect to any matter in connection with its acting as Transfer Agent or Registrar and requested that the Corporation hold such Transfer Agent or Registrar harmless against all liability for its action in reliance upon such advice.

Upon motion duly made, seconded and carried the following Resolution was unanimously adopted:

"RESOLVED, That each of the Transfer Agents and Registrars of the Class A Stock of this Corporation be and hereby is authorized, whenever it may deem expedient, to apply to Albert H.T. Banzhaf, General Counsel of this Corporation, or to its own counsel, for advice or instructions with respect to any matter in connection with its acting as such Transfer Agent or Registrar; and that this Corporation shall fully protect and hold harmless such Transfer Agent or Registrar against all liability for its action in reliance on said advice or instructions of counsel."

On motion of Mr. Banzhaf the following resolution was duly made, passed and adopted:

WHEREAS, This corporation proposes to sell certain of its Class A Stock to certain dealers in securities and said dealters propose to make application to the Michigan Securities Commission for permission to sell said stock within the State of Michigan, in accordance with the provisions of Act No. 46 of the Public Acts of Michigan of 1915; and

WHEREAS, This corporation is organized under the laws of the State of Maryland; and

WHEREAS, said dealers have requested this Corporation to file with their said application the consent of this corporation that suits and actions may be commenced against it in the proper court of any county in said State of Michigan in which a cause of action may arise against or in which the plaintiff in said action may reside, by the service of any process or pleadings authorized by the laws of said State of Michigan on the Commissioner of the State Banking Department of said State of Michigan, and that zuch consent be irrevocable:

BE IT THEREFORE RESOLVED:

That the President or Vice-President and Secretary of this Corporation be hereby authorized and directed for and in behalf of said corporation to execute and file with the Michigan Securities Commission, in the form prescribed by said Commission, the irrevocable consent of this corporation that suits and actions may be commenced against it in the proper court of any county, in said State of Michigan in which a cause of action may arise or in which the plaintiff in said action may reside, by the service of any process or pleadings authorized by the laws of the said State of Michigan an the Commissioner of the State Banking Department of said State of Michigan, and that such service of such process or pleadings on such Commissioner shall be taken and held in all courts to be as valid and binding as if due service had been made upon such corporation itself".

There being no further business before the meeting the same was adjourned.

_____

Secretary

WAIVER OF NOTICE
-of-
SPECIAL MEETING OF DIRECTORS
-of-
D.W. GRIFFITH, INCORPORATED

- - - - -

The undersigned, being all the Directors of the above corporation, hereby waive all notice whatsoever of the Special Meeting of Directors of the above Corporation to be held at Room - Borough of Manhattan, City of New York on the day of July, 1920, at o'clock and consent to the holding of said meeting at the same time and place and to the transaction of any business which may be brought before the Board.

Dated, July , 1920.

D W Griffith

Albert E. Grey

John Towers

J A Manning

At a Special Meeting of the Board of Directors of D.W.GRIFFITH, INCORPORATED, held pursuant to Waiver at its office at the Longacre Building, in the Boro of Manhattan, City of New York, on the 12th day of July, 1920, at 1 o'clock P.M.

P R E S E N T : ALBERT L. GREY
ALBERT H.T. BANZHAF
JOHN POWERS
-and-
J.A. MANNING

constituting a majority of the Directors and a quorum.

Mr. Grey called the meeting to order, and Mr. Banzhaf acted as Secretary.

Mr. Banzhaf presented a Waiver of Notice for this meeting signed by all the members of the Board, which Waiver of Notice was approved and ordered on file.

The Secretary then stated that he had received a request from the Transfer Agents at Chicago for a Resolution authorizing them to seek advice of the Corporation's counsel or their own counsel with respect to any matter in connection with its acting as Transfer Agent or Registrar and requested that the Corporation hold such Transfer Agent or Registrar harmless against all liability for its action in reliance upon such advice.

Upon motion duly made, seconded and carried the following Resolution was unanimously adopted:

"RESOLVED, that each of the Transfer Agents and Registrars of the Class A Stock of this Corporation be and hereby is authorized, whenever it may deem expedient, to apply to Albert H.T. Banzhaf, General Counsel of this Corporation, or to its own counsel, for advice or instructions with respect to any matter in connection with its acting as such Transfer Agent or Registrar; and that this Corporation shall fully protect and hold harmless such Transfer Agent or Registrar against all liability for its action in reliance on said advice or instructions of counsel."

At a Special Meeting of the Board of Directors of D.W.GRIFFITH, INCORPORATED, held pursuant to Waiver at its office at the Longacre Building, in the Boro of Manhattan, City of New York, on the 12th day of July, 1920, at 1 o'clock P.M.

P R E S E N T : ALBERT L. GREY
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The Secretary then stated that he had received a request from the Transfer Agents at Chicago for a Resolution authorizing them to seek advice of the Corporation's counsel or their own counsel with respect to any matter in connection with its acting as Transfer Agent or Registrar and requested that the Corporation hold such Transfer Agent or Registrar harmless against all liability for its action in reliance upon such advice.

Upon motion duly made, seconded and carried the following Resolution was unanimously adopted:

"RESOLVED, That each of the Transfer Agents and Registrars of the Class A Stock of this Corporation be and hereby is authorized, whenever it may deem expedient, to apply to Albert H.T. Banzhaf, General Counsel of this Corporation, or to its own counsel, for advice or instructions with respect to any matter in connection with its acting as such Transfer Agent or Registrar; and that this Corporation shall fully protect and hold harmless such Transfer Agent or Registrar against all liability for its action in reliance on said advice or instructions of counsel."

On motion of Mr. Banzhaf the following resolution was duly made, passed and adopted:

WHEREAS, This corporation proposes to sell certain of its Class A Stock to certain dealers in securities and said dealters propose to make application to the Michigan Securities Commission for permission to sell said stock within the State of Michigan, in accordance with the provisions of Act No. 46 of the Public Acts of Michigan of 1915; and

WHEREAS, This corporation is organized under the laws of the State of Maryland; and

WHEREAS, said dealers have requested this Corporation to file with their said application the consent of this corporation that suits and actions may be commenced against it in the proper court of any county in said State of Michigan in which a cause of action may arise against or in which the plaintiff in said action may reside, by the service of any process or pleadings authorized by the laws of said State of Michigan on the Commissioner of the State Banking Department of said State of Michigan, and that zuch consent be irrevocable:

BE IT THEREFORE RESOLVED:

That the President or Vice-President and Secretary of this Corporation be hereby authorized and directed for and in behalf of said corporation to execute and file with the Michigan Securities Commission, in the form prescribed by said Commission, the irrevocable consent of this corporation that suits and actions may be commenced against it in the proper court of any county, in said State of Michigan in which a cause of action may arise or in which the plaintiff in said action may reside, by the service of any process or pleadings authorized by the laws of the said State of Michigan an the Commissioner of the State Banking Department of said State of Michigan, and that such service of such process or pleadings on such Commissioner shall be taken and held in all courts to be as valid and binding as if due service had been made upon such corporation itself".

There being no further business before the meeting the same was adjourned.

Albert W Banzhaf

Secretary

On motion of Mr. Banzhaf the following resolution was duly made, passed and adopted:

WHEREAS, This corporation proposes to sell certain of its Class A Stock to certain dealers in securities and said dealers propose to make application to the Michigan Securities Commission for permission to sell said stock within the State of Michigan, in accordance with the provisions of Act No. 46 of the Public Acts of Michigan of 1915; and

WHEREAS, This corporation is organized under the laws of the State of Maryland; and

WHEREAS, said dealers have requested this Corporation to file with their said application the consent of this corporation that suits and actions may be commenced against it in the proper court of any county in said State of Michigan in which a cause of action may arise against or in which the plaintiff in said action may reside, by the service of any process or pleadings authorized by the laws of said State of Michigan on the Commissioner of the State Banking Department of said State of Michigan, and that such consent be irrevocable:

BE IT THEREFORE RESOLVED:

That the President or Vice-President and Secretary of this Corporation be hereby authorized and directed for and in behalf of said corporation to execute and file with the Michigan Securities Commission, in the form prescribed by said Commission, the irrevocable consent of this corporation that suits and actions may be commenced against it in the proper court of any county, in said State of Michigan in whic a cause of action may arise or in which the plaintiff in said action may reside, by the service of any process or pleadings authorized by the laws of the said State of Michigan an the Commissioner of the State Banking Department of said State of Michigan, and that such service of such process or pleadings on such Commissioner shall be taken and held in all courts to be as valid and binding as if due service had been made upon such corporation itself".

There being no further business before the meeting the same was adjourned.

_____

Secretary

WAIVER OF NOTICE
-of-
SPECIAL MEETING OF DIRECTORS
-of-
D.W. GRIFFITH, INCORPORATED

- - - - -

The undersigned, being all the Directors of the above corporation, hereby waive all notice whatsoever of the Special Meeting of Directors of the above Corporation to be held at Room - Borough of Manhattan, City of New York on the day of July, 1920, at o'clock and consent to the holding of said meeting at the same time and place and to the transaction of any business which may be brought before the Board.

Dated, July , 1920.

D W Griffith

Albert E. Grey

John Powers

July 12th 1920.

Messrs. Counselman & Company,
112 West Adam Street,
Chicago, Ill.

Gentlemen:

Enclosed please find two(2) certified copies of Resolution duly passed at Special Meeting of the Board of Directors of the D. W. GRIFFITH, INCORPORATED, held this day, which certified copies are to be filed with the Registra and Transfer Agent at Chicago.

Copies thereof will also be filed with the Registra and Transfer Agent here.

Very truly yours,

AHTB:MD
Enc. 2

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

I, Albert H. T. Banzhaf do hereby certify that I am Secretary of D. W. Griffith, Incorporated, a Maryland corporation, and that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation, at a meeting thereof duly called and held July 12, 1920, at which a quorum was present and acted throughout:

> RESOLVED, that each of the Transfer Agents and Registrars of the Class A Stock of this Corporation be and hereby is authorized, whenever it may deem expedient, to apply to Albert H. T. Banzhaf, General Counsel of this Corporation, or to its own counsel, for advice or instructions with respect to any matter in connection with its acting as such Transfer Agent or Registrar; and that this Corporation shall fully protect and hold harmless such Transfer Agent or Registrar against all liability for its action in reliance on said advice or instructions of counsel.

Witness my hand and the seal of said Corporation this July 12, 1920.

Albert H T Banzhaf

Secretary.

I, ALBERT H.T. BANZHAF, do hereby certify that I am the Secretary of D.W.GRIFFITH, INCORPORATED, a Maryland Corporation; that the Certificate of Incorporation of said Corporation was duly filed in the office of the State Tax Commissioner of Maryland on the 30th day of June, 1920, and contains the following paragraph:

> " F. That the Corporation shall have six directors, and the following shall act as such until the first annual meeting or until their successors are duly chosen and qualified:
>
> J.C.Epping, New York, N.Y.
> Albert L.Grey, New York, N.Y.
> F.W.Jones, New York, N.Y.
> R.E. Long, New York, N.Y.
> J.A. Manning, New York, N.Y.
> John Powers, New York, N.Y.

And I further certify that at a meeting of the Board of Directors of said Corporation duly called and held on the 1st day of July, 1920, at which meeting a quorum was present and acting throughout, the following statements were made, and resolutions were unanimously adopted, of which the following is a full, true and complete copy:

* * * * * * * *

> " Thereupon Mr. R.E. Long presented to the Board his resignation as a Director of the Corporation to take effect upon its acceptance by the Board; and upon motion duly made and seconded it was unanimously
>
> RESOLVED that the resignation of Mr.R.E.Long as a Director of this Corporation be and it hereby is accepted.

The chairman then stated that it was in order to elect a Director of the Corporation to fill the vacancy caused by the resignation of Mr. R.E. Long; and upon motion duly made and seconded it was unanimously

RESOLVED that Mr. Albert H.T. Banzhaf be and hereby is elected a Director of this Corporation to serve as such until the next annual meeting of the stockholders, or until his successor shall be duly elected and qualified. "

I do hereby further certify that at a Special Meeting of the Board of Directors of said Corporation duly called and held on the 6th day of July, 1920, at which meeting a quorum was present and acted throughout, the following statements were made, and resolution was unanimously adopted, of which the following is a full, true and complete copy:

"Thereupon Mr. F.Wynne Jones presented his resignation as President and Director of the Corporation to take effect upon the acceptance of the Board.

Upon motion duly made, seconded and carried the resignation of Mr. F.Wynne Jones as President and Director of the Corporation was unanimously accepted.

Mr. Grey then stated, as temporary chairman, that the election of a Director and President to fill the vacancy of Mr. F.Wynne Jones was in order.

Upon motion duly made, seconded and carried Mr. D.W.Griffith was unanimously elected Director of this Corporation and President for the ensuing year or until such time as his successor be duly chosen and qualified."

And I further certify that the following is a list of the Directors of D.W.Griffith, Incorporated, duly elected and qualified and now acting:

D.W.Griffith,
Albert L. Grey,
J. C. Epping,
Albert H.T. Banzhaf,
John Powers,
J.A. Manning.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Corporation this 17th day of July, 1920.

Albert H. Banzhaf

Secretary.

United Artists Corporation

2143 Prospect Avenue
Cleveland, O.

July 12, 1920.

Mr. Hiram Abrams, President,
United Artists Corporation,
729 Seventh Ave.,
New York City.

Dear Mr.Abrams:

This information does not concern the organization direct. I do not know whether you have any interest in the matter or not.

For your information, I was told this morning by Mr. Lusk, local manager of the First National, the following:

"In Mr. Griffiths studio proposition, there was an allotment of stock to be sold in Cleveland in the amount of $250,000. Mr. Griffith made arrangements in Cleveland with some financial firm to handle it locally. The firm consented to do so and in the meantime consulted with Mr. Mandelbaum who controls the First National of Ohio.

Mr. Mandelbaum took this party into his confidence opening his books and records on Griffith productions giving supposedly facts and figures of Griffith productions in the Ohio territory and criticised the proposition very severly to the extent that the financial firm would not handle the stock and so advised Mr. Griffith.

I asked Mr. Lusk, Mr. Mandelbaum's motive for displaying such active interest against Griffiths organization and he stated his reason was the treatment First National had received from Mr. Griffith, stating that Mr. Griffith had sold his name to them instead of giving them pictures as per there contract.

Should you pass this information to Mr. Griffith would ask that you do not use the name of Mr. Lusk as it would immediately severe my relations and I would be unable to receive further information along similar lines. I might add, that Mr. Lusk, at the closing of the conversation said that Mr. Mandelbaum cost Mr. Griffiths

United Artists Corporation
2143 Prospect Avenue
Cleveland, O.

exactly $250,000.. Mr. Griffith of course will know the name of the financial firm with whom he was negotiating.

I must again ask that this be treated with respect to Mr. Lusk and myself in confidence. With kindest personal regards and best wishes,

Yours very truly,

UNITED ARTISTS CORPORATION

R. K. Evans
Sales Manager

RKE/RL

CENTRAL TRUST COMPANY OF ILLINOIS

CAPITAL AND SURPLUS $7,000,000.

AKSEL K. BODHOLDT
TRUST OFFICER

125 WEST MONROE STREET

CHICAGO,

July 12, 1920.

Mr. Albert H.T.Banzhaf,

2 Rector Street,

New York, N.Y.

Dear Sir:

We acknowledge receipt of your letter of July 9th with the enclosures therein mentioned relative to our appointment as transfer agent in the city of Chicago for certificates of Class A stock of D.W.Griffith, Inc. and beg to say that your instructions shall be given our attention.

Will you please advise us as to whether or not you desire this office or the New York office to keep the complete ledger account of all the stockholders and prepare the stockholders' lists from time to time. When the certificates arrive, we will advise you.

Yours very truly,

Trust Officer.

CENTRAL TRUST COMPANY OF ILLINOIS

CAPITAL AND SURPLUS $7,000,000.

AKSEL K. BODHOLDT
TRUST OFFICER

125 WEST MONROE STREET

CHICAGO.

July 12, 1920.

Mr. Albert H. T. Banzhaf,

2 Rector Street,

New York, N.Y.

Dear Sir:

We acknowledge receipt of the following certificates of Class A stock of D.W.Griffith, Incorporated, executed in blank:

No.C1 to C100, for 100 shares
No.CO 1 to CO 100, less than 100 shares.

We hope you will forward us a larger supply of these certificates at an early date, so that there will be no delay in issuing stock because of a lack of certificates.

Yours very truly,

Trust Officer.

CC Counselman and Co.

CRAVATH & HENDERSON
52 WILLIAM STREET

NEW YORK July 12, 1920.

D. W. Griffith, Inc.

Dear Mr. Banzhaf:

Enclosed is the resolution desired by the Chicago Trust Companies. Will you please have it passed, certified and mailed in duplicate to Counselman & Co. at 112 West Adams Street, Chicago, Illinois.

I am also sending three more copies of the Class A stock resolutions and some copies of the by-laws. Can I have the twelve sets of certified copies of each; about twenty-five uncertified copies of the Certificate of Incorporation, and the certificate as to directors by the bearer? I must get them off on the Twentieth Century today.

Very truly yours,

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

c
enc

CRAVATH & HENDERSON
52 WILLIAM STREET

NEW YORK July 12, 1920.

D. W. Griffith, Incorporated

Dear Mr. Banzhaf:

We have not yet received a copy of the minutes of the directors meeting at which Mr. Griffith was elected a director and President. May we not have a carbon copy of the minutes of all meetings held until the issue of the Class A stock is completed? This will let us have a complete duplicate set of minutes in the office.

I understood that you were going to get for our files, evidence of the transfer of the bank accounts. A certificate by Mr.Epping showing just what was done will be sufficient.

Enclosed are two carbons of the New York qualification papers. Will you not conform and return one for our files, together wth a copy of the certificate from the Secretary of State when received by you.

Very truly yours,

Stephen H Wentworth

A. H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

c
enc

July 13th 1920.

Mr. Stephen A. Van Ness,
Cravath & Henderson,
52 William Street,
New York City.

Dear Mr. Van Ness:

I enclose herewith certified copy of Resolution authorizing the execution and filing of Certificate with the Michigan Securities Commission, original of which is enclosed herewith also duly executed and verified.

I understand that you will forward these to Messrs. Counselman & Company.

Very truly yours,

AHTB:MD
Enc. 2

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

WM. B. JOYCE,
PRESIDENT

THE WORLD'S LARGEST SURETY COMPANY
WE BOND MORE PEOPLE THAN ANY OTHER COMPANY IN THE WORLD

Ward D. E

National Surety Company

CAPITAL AND SURPLUS OVER $8,000,000.00

115 Broadway, New York.

OFFICE OF PRESIDENT
E. A. ST. JOHN
VICE-PRESIDENT AND
ASSISTANT TO PRESIDENT

EAS-vl

July 13th, 1920.

Mr. A. H. T. Banzhaf,
2 Rector Street,
New York, N. Y.

Dear Sir:-

Following our conversation of the other day I took up with the President the matter of our charge for executing the Griffith bond.

The President would like to meet your views of course, but the rate was named before the bond was executed and since the bond with the premium charge has been approved by the Executive Council, it would be very unusual to make a change now. This is a very extraordinary undertaking for this Company, as I explained to you the other day, and calls for a rate out of the ordinary.

I hope you won't feel that we are insistent when I say that we do not feel you should ask us to reduce the charge.

Very ~~truly~~ yours,

E. A. St. John

Vice President.

CRAVATH & HENDERSON

52 WILLIAM STREET

NEW YORK July 13th, 1920.

Dear Sir:-

We transmit herewith the original bond and mortgage executed by Howell C. Perrin et al., to Westchester County Savings Bank which you sent to us as an enclosure with your letter dated July 10th, 1920. The satisfaction piece of said mortgage will be retained by us for transmission to the Register of the County of Westchester.

We transmit herewith also the following papers:-

1- Deed, Jessie Kenan Wise to D. W. G. Corporation.

2- Deed, Sarah Graham Kenan to D. W. G. Corporation.

3- Deed, Louise Wise Lewis to D. W. G. Corporation.

4- Deed, William R. Kenan, Jr., et al, to D.W.G. Corporation.

5- Deed, Edward J. Greacen to Ray L. Erb.

6- Deed, John W. R. Crawford, et al., to D. W. G. Corporation.

7- Agreement, Ray L. Erb et al., with D. W. G. Corporation

8- Agreement, Ray L. Erb with D. W. G. Corporation, relative to right of way.

9- Search by Lawyers Title and Trust Company against JOHN W. R. Crawford.

Yours very truly,

Cravath & Henderson

Albert H. T. Banzhaf, Esq.,
2 Rector City., New York City.

J.

(COPY -- Original of this letter sent to Mr. Griffith at 1476 Broadway, Ny.)

July 13, 1920.

D. W. Griffith, Esq.,
Longacre Building,
1476 Broadway,
New York City.

Dear Mr. Griffith:

Ex-Secretary of Commerce, Mr. Redfield, introduced to Mr. Bertron and myself today a Mr. Andre Himmel of Paris. Mr. Himmel is thoroughly vouched for and has laid before us plans which he has in connection with the control and ownership of some twenty thousand motion picture theaters located in the different countries of Europe. The foremost financiers and men of prominence in France are on his Board of Directors. In addition to this they control a number of studios. Mr. Bertron and I thought that Mr. Himmel and his counsel, Mr. McDougall Hawke, in connection with their motion picture interest, were of sufficient importance to make it of interest to you to give them a minute or two of your time. In any event, I would appreciate the privilege of taking them out to Mamaroneck and can arrange to do so arriving there about 10:30 Thursday morning.

If this is satisfactory, would you mind so advising Mr. Ipping and I will telephone him regarding it.

With kindest regards, I am

Very sincerely yours,

(Signed) LEE BENOIST.

LB:VO

Allright DWG

CLASS OF SERVICE	
Telegram	
Day Letter	
Night Message	
Night Letter	

If no class of service is designated the message will be transmitted as a full-rate telegram.

COPY OF WESTERN UNION TELEGRAM

From: Counselman and Company, Chicago, Ill
To: Mr. Albert L. Grey, New York City.

Chicago, Ill July 14, 1920

Albert L. Grey,
1476 Broadway, New York City

Examiner of Securities commission State of Ohio will be in New York tomorrow to make formal inspection of the D W Griffith Corporation as provided by Ohio security law will you be good enough to see that the examiner has every opportunity to make this examination stop also please advise him that papers are being forwarded by special delivery mail to your office today

Counselman and Co.

CRAVATH & HENDERSON
52 WILLIAM STREET

NEW YORK July 14, 1920.

D. W. Griffith, Incorporated.

Dear Mr. Banzhaf:

A copy of a letter which we have received this morning, apparently due to a misunderstanding as to our representing Counselman & Co. rather than D. W. Griffith, Incorporated, is sent you herewith together with its enclosures.

Yours very truly,

Robert Swaine

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
NEW YORK CITY.

Z ENC

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

O'BRIEN, MALEVINSKY & DRISCOLL
LAW OFFICES
FITZGERALD BLDG. TIMES SQUARE
NEW YORK CITY

U.A.

IN-RE

July 14th, 1920.

Albert H. T. Banzhof, Esq.,
#2 Rector Street,
New York City.

My dear Mr. Banzhof:

I take pleasure in handing you an original copy of the agreement dated June 30th, 1920, by and between WILLIAM G. MC ADOO, on the one part, of the City, County and State of New York, and D. W. GRIFFITH, CHARLES CHAPLIN, GLADYS MARY FAIRBANKS, DOUGLAS FAIRBANKS and the UNITED ARTISTS' CORPORATION on the other, executed by Mr. Mc Adoo on behalf of himself, by ALBERT H. T. BANZHOF, attorney for Mr. Griffith, by DENNIS F. O'BRIEN, attorney for Mr. Fairbanks, by CHARLOTTE PICKFORD for Gladys Mary Fairbanks, and by HIRAM ABRAMS, President of the United Artists' Corporation.

I have also received and delivered to the United Artists' Corporation two (2) duplicate copies of general release, as follows:

"KNOW ALL MEN BY THESE PRESENTS, that I, WILLIAM G. MC ADOO, do hereby release United Artists' Corporation, a Delaware Corporation, Gladys Mary Fairbanks, Douglas Fairbanks, and Charles Chaplin, all of Los Angeles, California, and D. W. Griffith of Mamaroneck, N. Y., from

all and every liability and obligation of every kind, nature and description, arising out of the matters referred to in the agreement dated July 1st, 1920, by and between them and myself, other than and excepting the obligations assumed by said parties in said agreement.

"IN WITNESS WHEREOF, I hereunto set my hand and seal the second day of July, 1920."

Kindly acknowledge receipt of same.

Sincerely yours,

Dennis F. O'Brien

DFO'B:EH

ENC.

July 14th 1920.

Mr. Johnston,
c/o Cravath & Henderson,
52 William Street,
New York City.

Dear Mr. Johnston:

I enclose herewith certified copy of resolutions of Special Meeting of the Directors of the D.W.G. Corporation with written consent signed by the holders of all the issued and outstanding stock of the D.W.G. Corporation, consenting to the Transfers and conveyances relative to the real estate and right-of-way transfers to ~~the~~ D.W.Griffith, Incorporated, all of which is duly certified to by the Secretary, Mr. Epping.

Very truly yours,

AHTB/GD
Encs.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM

CONSENT OF STOCKHOLDERS OF D.W.G.CORPORATION

- - - - - - - - - - - - -

The undersigned, being the holders of all the issued and outstanding stock of the D.W.G. CORPORATION, a Delaware Corporation, do hereby consent to the transfers and conveyances authorized by the foregoing Minutes.

NAME	NUMBER OF SHARES.
D W Griffith	2,035
Albert W Banyard	13
Albert L. Grey also known as Albert L. Griffith	3

CERTIFIED COPY OF RESOLUTION

DULY ADOPTED AT SPECIAL MEETING OF DIRECTORS

- of the-

D.W.G. CORPORATION

-oooOooo-

"The President further stated that the holders of the entire issued and outstanding stock of this Corporation had requested that this Corporation transfer to D.W.GRIFFITH, INCORPORATED, a Maryland Corporation, the 28½ acre tract of land at Mamaroneck, New York, formerly known as the Flagler piece, and on which is located the Studio; the 30-acre tract of land situated at Orienta Point, Mamaroneck, formerly known as the Crawford piece; and also the right-of-way over the Greacen property granted by agreement from Mr. Ray L. Erb and Mary Elizabeth Erb, his wife, to this Corporation dated the 19th day of January, 1920, said transfer to be subject to all existing liens and encumbrances thereon in consideration of said D.W.GRIFFITH, INCORPORATED assuming and agreeing to pay said liens and encumbrances.

Upon motion duly made, seconded and carried it was unanimously RESOLVED that the President of this Corporation be and he hereby is authorized and empowered to execute and deliver to D.W.GRIFFITH, INCORPORATED a warranty deed or deeds conveying to said Corporation the two tracts of land and the right-of-way at or near Mamaroneck, New York, which the President has described at the Meeting for the considerations stated by him.

RESOLVED that the Secretary of the Corporation be and he hereby is instructed to affix the Corporate seal of this Corporation to such deed or deeds when signed by the President and to attest the same.

RESOLVED that the proper officers of this Corporation be and they are hereby authorized to do any and all other acts and things which in their judgment may be necessary or proper to effectuate the purposes of the foregoing resolutions."

I, J.C. EPPING, do hereby certify that I am the Secretary of the D.W.G. CORPORATION, a Delaware Corporation, and that the foregoing is a full, true and correct copy of a preamble and resolutions duly adopted by the Board of Directors of said Corporation at a Meeting duly called and held at which a quorum was present and acted throughout and of a consent on behalf of the stockholders of said Corporation endorsed upon the Minutes of said Meeting.

I do hereby further certify that on said date the persons named in said consent were the holders of the amounts of stock in said Corporation set after their respective names and that they were at the time all of the stockholders of said Corporation

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Corporation this 2nd day of July, 1920.

J.C. Epping (Corp)
Secretary.

July 6, 1920.

Messrs. Counselman & Co.,
112 West Adams Street,
Chicago, Ill.

Dear Sirs:

As Secretary of the D.W.G. Corporation, a Delaware Corporation, I do hereby certify to you that said Corporation has no outstanding indebtedness or liabilities, except those which are to be assumed by D.W.GRIFFITH, INCORPORATED, in consideration of the transfer to it of the property mentioned in Mr. D.W.Griffith's letter dated July 1st 1920 addressed to D.W.GRIFFITH, INCORPORATED, and except certain Federal Income Taxes, which it has sufficient current assets to discharge when due.

Very truly yours,

J C Ehrsing

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

FRANCIS M. HUGO
SECRETARY OF STATE

ADDISON B PARKER
DEPUTY SECRETARY

CHARLES W. TAFT
SECOND DEPUTY SECRETARY

STATE OF NEW YORK

SECRETARY OF STATE'S OFFICE

ALBANY

WTF/P-8384

July 15, 1920.

Albert H. T. Banzhaf, Esq.,
2 Rector St.,
New York City.

Dear Sir:-

Answering your letter of the 13th inst. in the matter of D. W. Griffith, Incorporated, you are informed that the certificate of authority to carry on business in this state was duly issued to said corporation on July 9, 1920. We regret however, that the certificate clerk misunderstood your telephone communication requesting that a certified copy of the record of the certificate of authority be forwarded to A. Y. Freeman, 541 The Rookery, Chicago, Ill. and forwarded the original certificate of authority to him together with the certified copy. No doubt you can procure the same from Mr. Freeman.

Respectfully yours,

Francis M. Hugo

Secretary of State.
By

GEORGE GASCOIGNE TELEPHONE 6441 MURRAY HILL CORNELIUS J. REID

Chas. Field GRIFFEN AND CO.

(FOUNDED 1875)

INSURANCE

11 EAST 42d STREET, NEW YORK

Griffith Inc

July 15th, 1920.

Mr. Albert H. T. Banzhaf,
#2 Rector Street,
New York City.

Dear Mr. Banzhaf:-

We enclose herewith a statement of the title for D. W. Griffith Studio, as affecting the insurance as it stands at the present time. If there are any suggestions on this, we would be pleased to correct to conform.

We have sent the necessary notices of transfer of licenses to Mr. Bush, to be filled out.

Yours very truly,

CHAS. FIELD GRIFFEN & CO.,

by [signature]

CJR:JC.

Mamaroneck, N. Y.,
July 15th, '20.

Otto Kahn, Inc.,
20 West 37th St.,
New York City.

My dear Mr. Kahn:

We have been so rushed with our production of "Way Down East" I have neglected to thank you for the very beautiful and distinctive fur garments you provided for our society scenes. The richness of the furs, and the original and fashionable designs in which you presented them, lent a most desirable effect, and added a charm to the whole atmosphere, for which we are indebted to your skill and creative resourcefulness.

Kindly accept my belated thanks, with the assurance we will give you full credit on the screen and in our advertising.

Sincerely yours,

July 16th 1920.

Central Trust Co. of Illinois,
125 West Monroe Street,
Chicago, Ill. Attention Mr. Haskel K. Bodholdt,
Trust Officer.

Dear Sir:

In reply to your favor of the 12th inst. relative to ledger account of all stockholders of D.W.Griffith, Incorporated, beg to advise that it would be satisfactory to us if your Company keep a ledger account of all stock transferred through your office only, and the Central Union Trust Co. of New York will do likewise.

Thanking you for your attention and interest in this matter, we remain

Very truly yours,

AHTB/GD

D.W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

July 16th 1920.

T.C. Neal, Esq., Vice President,
Central Trust Co. of Illinois,
125 West Monroe Street,
Chicago, Ill.

Dear Sir:

Your favor of the 10th inst. addressed to Messrs. Cravath & Henderson relative to D.W.Griffith, Incorporated account has been handed to me by Mr. Swain for reply. We thank you for your kind offer to carry an account for D.W.Griffith, Incorporated and to allow us interest on all minimum credit balances of $1,000.and over.

We enclose herewith copy of resolution duly executed by the undersigned as Secretary, authorizing the Treasurer of D.W.Griffith, Incorporated to open an account with such banks, trust companies, and other depositories as he may from time to time deem advisable, and also designating therein the proper officers to draw against the same, and attached to said resolution you will find your cards with the specimen signatures of the officers who are authorized to sign such checks, drafts, etc. At present we will check out most of the moneys your bank may receive for our account as these funds will be used mostly in New York. It may be, however, that in the near future we may find it advisable to keep a permanent account in Chicago and if so we will of course continue our banking relations with you. Will you kindly forward to the undersigned one-half dozen pocket checksbooks which may be used by the Corporation for checking against said account, and oblige

Very truly yours,

AHTB/GD
Encs.

July 16th 1920.

Mr.Johnston,
Cravath & Henderson,
52 William Street,
New York City.

Dear Mr. Johnston:

I enclose herewith duplicate copies of assignment from the D.W.G. Corporation to D.W.Griffith, Incorporated of all of the former's right, title and interest to receive any and all sums of money due or to become due from the Westchester Lighting Co. to D.W.Griffith, Incorporated, same being executed under date of July 2nd 1920, having attached thereto memorandum agreement which said assignment relates to; also letter of agreement from D.W.Griffith, Incorporated under date of July 2nd 1920 addressed to the D.W.G. Corporation agreeing to assume the latter's obligation of the payment of $18,000 under the terms of its letters dated January 19th and December 18th last, addressed to Ray L. Erb for the permanent right-of-way to erect and maintain poles over the parcel known as the Greacen piece, originals of both of which I have kept for D.W.Griffith, Incorporated files.

Very truly yours,

AHTB/GD
Encs.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TELEPHONE "6140 CORTLAND." CABLE ADDRESS "AKINBO."

Lawyers Title and Trust Company

EDWIN W. COGGESHALL,
CHAIRMAN OF THE BOARD.

LOUIS V. BRIGHT,
PRESIDENT.
FREDERIC E. GUNNISON,
VICE-PRESIDENT.
THORWALD STALLKNECHT,
VICE-PRESIDENT.
H. E. JACKSON,
VICE-PREST. & GEN'L MANAGER.
LEWIS H. LOSEE,
VICE-PRESIDENT.
PHILIP S. DEAN, COUNSEL,
160 BROADWAY, N.Y.

160 Broadway,

ARCHIBALD FORBES,
TREASURER.
WALTER N. VAIL,
SECRETARY.
ROBERT I. SMYTH
ASS'T TREASURER.
WILLIAM F. BAECK,
ASST. GENERAL MANAGER.
GEORGE F. PARMELEE,
ASST. SECRETARY.
WILLIAM K. SWARTZ,
MANAGER BROOKLYN BANKING DEPT.

Law Department
Examination Division
HENRY R. CHITTICK,
SOLICITOR.
F. J. FARRINGTON,
M. E. RYAN,
ASSISTANT SOLICITORS.

New York, July 16, 1920.

Title No. "W" 9553
Premises - Orienta Point,
Mamaroneck, N. Y.

Messrs. Banzhaf & Pembleton,
2 Rector Street,
New York City.

Attention of Mr. Banzhaf.

Dear Sirs:

In reply to your letter of the 12th inst. in which you state that Cravath & Henderson request that the unrecorded deeds in the Flagler matter be recorded, we wish to state that we do not desire to record same at this time. As you are probably aware, these deeds are not vital to the chain of title, but were taken by us merely as a precautionary measure. The instruments are, of course, at your disposal at any time for inspection.

Very truly yours,

W. R. Hutchinson

Solicitor.

Counselman & Co.
112 West Adams Street
Chicago

July 16, 1920.

D. W. Griffith, Inc.,
% Central Union Trust Company,
New York City, N.Y.

Dear Sirs:-

Confirming our telegram of today to the Central Union Trust Company of New York City, carbon copy of which is enclosed herewith, we desire to authorize delivery to Messrs. Bertron, Griscom & Company of New York City of such blocks of Class A shares of your corporation as they may desire to take up from time to time up to the amount of confirmed purchases, notice of which has been sent you in accordance with the terms of our contract with you, these deliveries to Bertron, Griscom & Company to be credited against the total of confirmed purchases.

Very truly yours,

Counselman & Co

CHC:EA

CRAVATH & HENDERSON
52 WILLIAM STREET

NEW YORK July 16, 1920.

D. W. Griffith, Incorporated

Dear Mr. Banzhaf:

I have and thank you for your letter of July 16, 1920 and its enclosures.

Very truly yours,

Stephen H. Wentworth

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

c

CRAVATH & HENDERSON
52 WILLIAM STREET

NEW YORK July 16, 1920.

D. W. Griffith, Incorporated

Dear Mr. Banzhaf:

I am sending you herewith two additional sets of specimens of the certificates for Class A stock for your files. I also enclose two copies of the minutes of the organization meeting of the Board of Directors, which I wish you would certify and return to me this morning. If you have any surplus carbons of these minutes (I think I gave you six or seven copies) I should be glad to have another plain set for our files.

We have received the bill of The Corporation Trust Company in the amount of $1,938.39, covering their fees and disbursements in connection with the organization of the Company. We have asked them to add to it the fees for some additional certified copies, which we subsequently requested, and then to send the same to you for payment. This, I believe, accords with our understanding of yesterday afternoon.

I am also sending a bill in favor of the Ad Press, in the amount of $39.50, covering additional 100 copies of the by-laws. I have already handed the original bills to you

of the Ad Press covering the printing of the Certificate of Incorporation and By-laws.

Yours very truly,

Stephen A Wise

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

(Enc.)

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97.4

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
J.Y.G.WALKER H.M.POPHAM
J.V.B.THAYER C.R.BERRIEN
F.J.FULLER F.B.SMIDT
F.J.LEARY B.A.MORTON
M.FERGUSON, VICE-PREST. & SECY.
H.M.MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK July 16, 1920.

D. W. Griffith, Esq.,
Mamaroneck, N.Y.

Dear Sir:

Will you please sign the enclosed assignments and return to us, as per notice received from the Travelers Insurance Company enclosed herewith.

Yours very truly,

Assistant Treasurer.

DH/C
Banking

CENTRAL TRUST COMPANY OF ILLINOIS

CAPITAL AND SURPLUS $7,000,000.

AKSEL K. BODHOLDT
TRUST OFFICER

125 WEST MONROE STREET

CHICAGO.

July 16, 1920.

Mr.Albert H.T.Banzhaf,
2 Rector Street
New York, N.Y.

Dear Sir:

We beg to advise you that Counselman & Company, of Chicago, have requested us in writing to issue 264 shares Class A stock of D.W.Griffith, Inc., in the names and amounts as appears from the enclosed copy of their request, and have paid to us the sum of $2244.00. We are causing certificates to be issued as requested and we are attaching revenue stamps covering such shares in the amount of $13.20 and have deducted such amount from the proceeds received from Counselman & Company. We are crediting your commercial account with this bank with $2230.80, representing the balance of such proceeds, and enclose herewith duplicate deposit slip.

If agreeable to you, we will on Monday of each week wire the treasurer the number of shares issued and the amounts received and placed to your credit for the preceding week.

Yours very truly,

Trust Officer.

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

O'BRIEN, MALEVINSKY & DRISCOLL
LAW OFFICES
FITZGERALD BLDG. TIMES SQUARE
NEW YORK CITY

IN-RE

July
16th
1920

Mr. Albert H.T. Banzhaf
2 Rector Street
New York City

My dear Bert:

Enclosed is copy of the first draft of proposed agreement with Mr. Greenhill. I understand that it is nearly impossible to bind legally a corporation not yet in existence. I am taking a copy of this with me and shall go over it while I am away. Meanwhile, I will have the law in the matter looked up so that I will be in shape for final action in the matter the week of July 26th.

Meanwhile, you may send to Mr. Malevinsky any observations you have to make concerning the same.

Sincerely yours,

Dennis F. O'Brien

DFO'B/IC
(Enc)

MEMORANDUM OF AGREEMENT, made in duplicate (each executed copy to be regarded as an original for all purposes) and entered into by and between MORRIS GREENHILL, having a New York business address at 78 Broad Street, City, County and State of New York, and London address, No. 8 Water Lane, Ludgate Hill, London, England, hereinafter designated as MR. GREENHILL, party of the first part, and UNITED ARTISTS CORPORATION, a corporation organized pursuant to the Laws of the State of Delaware, and having its present principal place of business at 729 Seventh Avenue, City, County and State of New York, hereinafter designated as CORPORATION, party of the second part,

W I T N E S S E T H:

WHEREAS, said CORPORATION is engaged in the business of marketing, distributing and releasing motion pictures for exhibition purposes, and has entered into contracts with the well known motion picture artists, to wit, Gladys Mary Fairbanks, known professionally as Mary Pickford, Charles Chaplin, Douglas Fairbanks and David Wark Griffith, and is negotiating with other well known artists for the sole and exclusive right, license and privilege to market, distribute and lease for exhibition purposes,

their pictures in certain parts of the world; and

WHEREAS, MR. GREENHILL is desirous of acquiring the sole and exclusive right, license and privilege to market, distribute and lease for exhibition purposes, the motion pictures that are released for exhition purposes by said CORPORATION in the United States of America and Dominion of Canada, in all parts of the world other than North and South America and the insular possessions of the United States of America, and is desirous of said CORPORATION procuring such contracts from the aforesaid artists, and of also acquiring the license to use the name "United Artists" in connection with the business of marketing, distributing and turning to account of such motion pictures in the aforesaid territory, pursuant to the terms, conditions and provisions herein set forth; and

WHEREAS, said CORPORATION is desirous of granting unto MR. GREENHILL the aforesaid license to use the name of "United Artists" solely and exclusively in connection with the marketing, distributing and turning to account of the motion pictures of said artists, and of procuring the execution of contracts by said artists, and of such other artists whose pictures are marketed, distributed and leased for exhibition purposes by the CORPORATION during the period

of this agreement with MR. GREENHILL, pursuant to the terms, conditions and provisions herein set forth;

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants herein contained, and for the further consideration of the sum of One Dollar ($1.00), each to the other in hand paid, the receipt whereof is hereby mutually acknowledged, it is agreed by and between the parties hereto as follows:

FIRST:

(a) MR. GREENHILL does hereby agree and by these presents has agreed with said CORPORATION and with each of the aforesaid artists, to wit, Gladys Mary Fairbanks, (professionally known as Mary Pickford), Charles Chaplin, Douglas Fairbanks and David Wark Griffith, to organize, with reasonable despatch and complete such organization within sixty (60) days hereof, a corporation pursuant to the Laws of England, whose business shall be devoted exclusively and solely to the marketing, distributing and leasing for exhibition purposes, the motion pictures of said artists and of said CORPORATION covered by this agreement and the individual agreements hereinafter referred to. Such corporation is to have a capital

of one million pounds (£1,000,000) to be issued solely for a cash consideration, and that there will be paid into the treasury or subscribed for by financially responsible persons or corporations within sixty (60) days hereof, seven hundred and fifty thousand pounds($750,000) in cash, and that the control of such corporation to be organized shall be vested in MR. GREENHILL for and during the period of the life of the contracts with said CORPORATION and the aforesaid artists herein described, and that the business of said corporation to be organized by MR. GREENHILL, will be run separate, apart and distinct from any business of any other person, persons or corporation engaged in any branch of the motion picture business, and will be conducted free from any unfair methods in business; and that MR. GREENHILL will cause to be deposited, either by himself or by the corporation he is about to organise for the purposes herein set forth, one million dollars ($1,000,000) in United States money, in such bank in the City of New York as said CORPORATION may determine, as security for the faithful performance of each and every obligation, promise and covenant on the part of MR. GREENHILL or the corporation he is about to organize, or both, to be kept and performed, pursuant to this contract and of the individual contracts entered into between the afore-

said individuals and the aforesaid corporation that MR. GREENHILL is about to organize; and for the payment of the various sums of money that will become due to said CORPORATION or the individual artists, said MR. GREENHILL agrees on behalf of himself and for the corporation he is about to organize, to have that corporation execute a legal instrument which will evidence such agreement to promptly pay any such sum or sums to this CORPORATION or the individual artists, as will keep said sum so deposited up to the amount of One million dollars ($1,000,000). The income from such deposit (when such deposit equals the amount of One Million dollars ($1,000,000) shall belong to and be paid to MR. GREENHILL or the corporation he is about to organize. Should such deposit at the time that such income matures, be less than One million dollars ($1,000,000), then such income shall be added to such deposit, and any sum in excess of One million dollars, shall belong to and be paid to said MR. GREENHILL or the corporation he is about to organize.

(b) MR. GREENHILL on behalf of himself and on behalf of the corporation he is about to organize, agrees to proceed forthwith to establish, maintain and operate first class exchanges in all portions of the world in which he is authorized to market, distribute

and release the motion pictures covered by this agreement and the agreement with said artists whose business shall be devoted solely and exclusively to the marketing, distributing and releasing, for exhibition purposes, of the motion pictures covered by this agreement and the agreement with the individual artists for and during the period of the license of each of said motion pictures; the number and location of such exchanges to be reasonably satisfactory to said CORPORATION, and the persons employed therein to be fairly qualified for the business for which they are employed, and that such business will be conducted in conformity with the methods pursued by said United Artists Corporation in the United States of America and Dominion of Canada.

(c) MR. GREENHILL agrees to cause to be executed forth, upon the organization of the aforesaid corporation, a contract similar to Exhibit "A" hereto attached and made a part hereof, to the same full extent as if incorporated herein, by the corporation he is about to organize, and deliver the same, when so executed, to Dennis F. O'Brien, 1482 Broadway, New York City, who is hereby designated as custodian of such contracts, and such custodian is hereby authorized to deliver such contracts to the artists upon receipt

from them of similar contracts executed by them and authorization to deliver such contracts to said MR. GREENHILL on behalf of the aforesaid corporation he is about to organize. The period of the license for the marketing and turning to account of each of the motion pictures covered by this agreement or the agreements with the individual artists, shall be the same number of years as the license of said CORPORATION for the marketing, distributing and turning to account of said motion pictures in the United States of America and Dominion of Canada.

(d) MR. GREENHILL agrees on behalf of himself and on behalf of the corporation he is about to organize, to have executed and delivered on behalf of said CORPORATION similar contracts with any person or corporation or this CORPORATION for the exclusive license to market, distribute and release for exhibition purposes, the motion pictures of that person or corporation in the parts of the world hereinbefore referred to that are marketed and distributed by said CORPORATION in the United States of America and Dominion of Canada, upon the same terms, conditions and provisions, to wit, sixty percent (60%) of the gross receipts of every kind and nature derived from the marketing, distributing and releasing of said motion pictures in the aforesaid territory, shall belong to and be paid to the owner of

such motion picture or this CORPORATION, as the case may be, and forty percent (40%) shall be retained by the corporation about to be organized by MR. GREENHILL and subject to a guarantee that the aforesaid moneys derived from the marketing, distributing and releasing of each of such motion pictures in such territory by the owner of such picture or this CORPORATION, shall not be less than Two hundred thousand dollars ($200,000) during the period of eighteen (18) months from the date of delivery of such motion picture to such corporation, as herein provided; such guarantee to be paid in the following manner: One hundred and twenty-five thousand dollars ($125,000) upon the delivery of the negative of each of such motion pictures to the representative of the corporation about to be organized by MR. GREENHILL, or at the bank selected by the United Artists Corporation in which the aforesaid deposit of One million dollars ($1,000,000) will be maintained by MR. GREENHILL or the corporation about to be organized by him; and the balance of said guarantee of One hundred thousand dollars ($100,000) to be paid to the owner of said picture or said CORPORATION on or before the expiration of said period of eighteen (18) months.

True and accurate statements showing the items of each contract entered into for the exhibition of such motion picture shall be furnished monthly by

the corporation about to be organized by MR. GREENHILL and shall be accompanied with payment of all moneys due the owner of said picture or this CORPORATION. The aforesaid advance payment shall be credited against the first moneys derived from each of such motion pictures, meaning and intending that all advances and guarantee made on account of each picture are to be credited against the earnings of that picture and not against any other moneys due or to become due the owner of such picture or this CORPORATION on account of receipts of other pictures.

(e) MR. GREENHILL, on behalf of himself and on behalf of the corporation he is about to organize, agrees to keep true and correct books of account of the items of all business growing out of the marketing, distributing and releasing of the motion pictures covered by this and other agreements, in the office in the City of London, which shall be open for the inspection at all times by any of the persons interested, or this CORPORATION, or his, her, its or their duly accredited representative or representatives; and the corporation about to be organized shall provide quarterly statements, audited by certified public accountants reasonably satisfactory to said CORPORATION, showing the receipts of each and every picture covered by this

and the aforesaid other contracts, and send same to said CORPORATION promptly after receipt of same from such accountants.

(f) In consideration of the license to use the name of the "United Artists" for and during the period covered by this agreement, MR. GREENHILL, on behalf of himself and said corporation about to be organized, agrees to deliver to said CORPORATION _____ shares of common stock of the corporation about to be organized, and will cause to be elected as a member of the Board of Directors of said CORPORATION for and during the period of this contract, such person or persons as said CORPORATION may from time to time designate so as to permit of said CORPORATION having one representative on the Board of Directors of the corporation about to be organized by MR. GREENHILL.

SECOND:

(a) The CORPORATION agrees to procure the execution of contracts similar to the exhibit hereto attached, except as hereinafter modified, in favor of the Corporation about to be organized by MR. GREENHILL, by Gladys Mary Fairbanks, Charles Chaplin, Douglas Fairbanks and David Wark Griffith, and deliver same to said Dennis F. O'Brien as custodian; such custodian to exchange said contracts for contracts hereinbefore described executed by the corporation about to be

organized by said MR. GREENHILL; said contract to be modified as follows: As to the contracts with Gladys Mary Fairbanks and Charles Chaplin, respectively, the aforesaid guarantee shall be Two hundred and twenty-five thousand dollars ($225,000) instead of Two hundred thousand dollars ($200,000) and payable as follows: One hundred and twenty-five thousand dollars ($125,000) upon the delivery of each negative of each motion picture as in said contract provided, and the balance of such guarantee within eighteen (18) months from the delivery of such negative of each motion picture; and said CORPORATION does hereby grant to MR. GREENHILL and the corporation about to be organized by him, the sole and exclusive license to use the name "United Artists" as tradename of the corporation about to be so organized, for and during the period of the license to market, distribute and release for exhibition purposes the motion pictures covered by this and other agreements, subject to said MR. GREENHILL'S and the corporation's (about to be organized by Mr. Greenhill) license to use said name either as a trade-name or the name of said corporation upon the expiration or sooner termination of this agreement, and in the event ofthe corporation about to be organized by Mr. GREENHILL using this name, said corporation will cause the name of its said corporation to be changed and to adapt a new name in no way similar

to the aforesaid name of "United Artists".

(b) Said CORPORATION agrees not to authorize in any manner the marketing, distributing and releasing for exhibition purposes of any motion pictures covered by this agreement with MR. GREENHILL or the corporation he is about to organize, or by the several contracts with the individual owners whose pictures are marketed and turned to account by this CORPORATION in the United States of America and the Dominion of Canada, in parts of the world other than North and South America and the insular possessions of the United States of America, except by and through said MR. GREENHILL or the corporation he is about to organize for that purpose, for and during the life of this agreement.

(c) The CORPORATION does hereby represent to MR. GREENHILL that there are now available for marketing, distributing and releasing in the aforesaid territory, the following motion pictures, which are being marketed in the United States of America and Dominion of Canada, by said CORPORATION, to wit:

DOUGLAS FAIRBANKS: "HIS MAJESTY, THE AMERICAN" — designated in Canada as "ONE OF THE BLOOD".

"WHEN THE CLOUDS ROLL BY"

"MOLLYCODDLE"

MARY PICKFORD: "POLLYANNA" and "SUDS"

DAVID WARK GRIFFITH: "BROKEN BLOSSOMS" in parts of the world other than British Isles.

Miscellaneous: "DOWN ON THE FARM" by Mack Sennett.

"ROMANCE" in parts of the world other than British Isles.

The parties hereto agree that the negatives of the aforesaid pictures shall be delivered according to the following schedule:

"HIS MAJESTY", THE AMERICAN" on or before

"WHEN THE CLOUDS ROLL BY" on or before

"MOLLYCODDLE" on or before

"POLLYANNA" on or before

"SUDS" on or before

"BROKEN BLOSSOMS" Guarantee shall be as follows:

"ROMANCE" Guarantee shall be as follows:

"DOWN ON THE FARM" on or before

(d) The parties hereby agree, as evidence of good faith, that MR. GREENHILL will carry out each and every obligation, promise and covenant on the part of MR. GREENHILL and the corporation about to be organized by him, to be carried out, pursuant to this agreement; and that he will cause the aforesaid corporation to be organized as aforesaid, and the aforesaid stock to be paid and subscribed for as aforesaid within the time and manner herein provided, and that said corporation will execute the contracts herein provided;

and that the aforesaid deposit of One million dollars ($1,000,000) will be made in the manner and in the form herein provided, with such bank in the City of New York as the said CORPORATION may designate; and MR? GREENHILL does hereby pay, upon the execution and delivery of this agreement, to the United Artists Corporation the sum of One hundred thousand dollars ($100,000), which sum of money the United Artists Corporation agrees to deposit in the Guaranty Trust Company in the City of New York, in a special fund, and said sum shall become a part of the aforesaid deposit of One million dollars ($1,000,000) upon satisfactory evidence presented to the United Artists Corporation by MR. GREENHILL of his having complied with all of the obligations on his part, within the time and manner herein provided, pursuant to this contract. Upon the failure so to do, the aforesaid sum of One hundred thousand dollars ($100,000) shall become the absolute property of said CORPORATION, not as a penalty, but as liquidated damages.

(e) Said CORPORATION agrees to notify MR. GREENHILL or the corporation about to be organized by him, by a registered letter addressed to his London office, of any person or corporation with whom or which said CORPORATION enters into a contract for the marketing, distributing and releasing of his or its pictures for

exhibition purposes, and upon the sending of such notice, all the terms, conditions and provisions of the aforesaid contract designated as Exhibit "A" shall become effective and binding between the corporation about to be organized by MR. GREENHILL and the owner of such picture and this CORPORATION, to the same full extent as if a specific contract covering the sole and exclusive right, license and privilege to market, distribute and release the aforesaid motion pictures for the aforesaid territory, were executed and delivered by the principals to the same; and said MR. GREENHILL agrees to procure the execution of a written instrument thus obligating said corporation about to be organized.

(f) The parties hereby agree that the negative of each of such motion pictures shall be delivered to the corporation about to be organized by MR. GREENHILL, within sixty (60) days after the release of each of such picture in the United States of America by said CORPORATION, at which time the initial payment on account of said guarantee shall be made by the corporation about to be organized to the person or corporation entitled to receive the same.

THIRD:

This contract is binding upon the parties hereto, their heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this instrument the day and year first above written.

_____(L.S.)

UNITED ARTISTS CORPORATION

By

_____

President

STATE OF NEW YORK)
:SS:
COUNTYMOF NEW YORK)

On this day of July, 192[illegible], before me personally appeared MORRIS GREENHILL, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

RIDER A - page 21.

Provided, however, that in the event that the PRODUCER shall produce a photoplay of ten (10) or more reels which is to be released to the exhibitors in two parts, then and in that event, said negative shall be treated as two separate productions (but deliverable simultaneously), upon the terms as aforesaid, and be considered as two separate productions under all the terms and conditions of this contract.

TRADE ACCEPTANCE

No. 37059 — 1801 LARCHMONT AVENUE, CHICAGO, ILLINOIS, JULY 17TH, 19 20 — $ 5072.56

SIXTY DAYS after DATE pay to the order of Ourselves

FIVE THOUSAND SEVENTY-TWO AND 56/100 ---------- Dollars

The obligation of the Acceptor hereof arises out of the purchase of goods from the drawer.

To D.W. GRIFFITH, INC.,
ORIENTA POINT,
MAMARONECK, NEW YORK.

Due SEPTEMBER 17TH, 19 20.

ACCEPTED (DATE ACCEPTED) — DATE

PAYABLE AT (DESIGNATE BANK OR PLACE OF PAYMENT) — LOCATION OF BANK

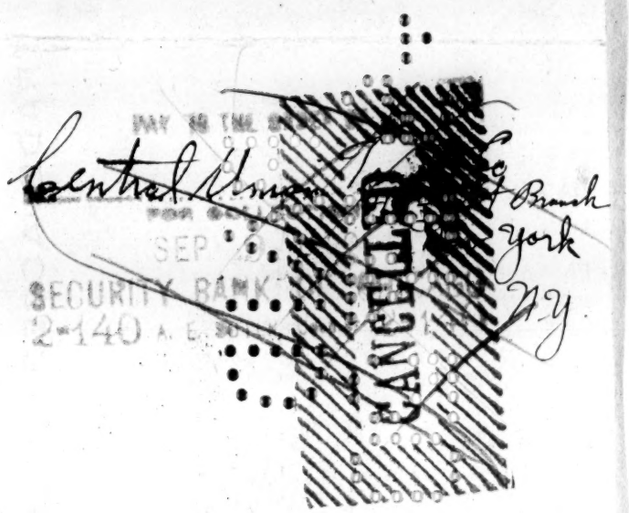
D.W. GRIFFITH INCORPORATED (SIGNATURE OF ACCEPTOR) — SIGNATURE

BELL & HOWELL COMPANY
By (TREASURER)

2ND TELLER

TREASURER

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY



Central Union Trust Co. of New York Branch
NY

July 17th 1930.

Messrs. Cravath & Henderson,
52 William Street,
New York City. Att. Mr. Johnston.

AHTB:MD
Enc. 1
Dear Mr. Johnston:

I enclose herewith copy of letter this day received from the Lawyers Title & Trust Company relative to the unrecorded Deeds from the Trustees of the Flagler property for your information. I understood at the time from Mr. Davidson of the Title Company, that it has always been maintained by the F Estate that this property by the terms of the Flagler Will was bequeathed to a specific legatee and that there has been considerable litigation arising out of the construction of the Flagler Will. That the reason they do not wish to record the Trustees Deeds at present is to avoid any possibility of the Trustees taking any inconsistent action relative to their construction of the Will.

Since these deeds belong to the D. W. G. Corporation, and now on account of the conveyance, to D..W. Griffith, Incorporated, and since said Company is in actual possession, I believe that the latter Corporation is amply protected. However, if you still wish the same recorded, will you kindly take it up directly with the Title Company and get their views on the subject.

Thanking you for your attention to this matter, I remain

Very truly yours,

AHTB:MD
Enc. 1

D. W. G. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

LETTERS ON SALE OF D.W. GRIFFITH, INC.. MARYLAND STOCK ARE FILED AT THE END OF JULY, 1920.

COPY

BERTRON, GRISCOM & CO., INC.
40 Wall Street
New York

New York

July 19th, 1920.

Central Union Trust Company of New York,
Transfer Agents for Shares of the Class A Stock
of D. W. Griffith Incorporated,
New York City.

Dear Sirs:-

Referring to our option to purchase shares of the Class A stock of D. W. Griffith, Incorporated, we hand you herewith check for $29,342.00, covering the purchase price of 3,452 shares at $8.50 per share, and request the issue and delivery of certificates for said number of shares as follows:

No. of Shs.	To be issued in the name of	To be delivered to:
5 shs.	Ludwig Altenburg, 159 Keap Street, Brooklyn, N.Y.	Bertron, Griscom & Co., Inc.
2222 "	Bertron, Griscom & Co., 40 Wall Street, New York City	-do-
100 "	Chase & Co., 19 Congress St., Boston, Mass.	-do-
5 "	(Mrs) Lilian M. Cliff, 867 Beacon St., Boston, Mass.	-do-
2 "	(Mrs) Nellie V. Conway, Meadow St., Guilford, Conn.	-do-
6 "	Arthur L. Gleason, 226 Walnut St., Montclair, N.J.	-do-
20 "	Charles P. Hidden 406 Brook Street, Providence, R.I.	-do-
5 "	Edward J. Hughes, 415 Putnam Ave., Brooklyn, N.Y.	-do-
10 "	C. Waller Leet, Chester, Conn.	-do-
10 "	Jennie C. Murphy, 3 Morse St., Dorchester, Mass. Suite 6	-do-
300 "	Jacob L. Phillips, 47 Worth St., New York City	-do-
1 "	(Miss) Marjorie Pitcher, 20 Draper Ave., Arlington, Mass.	-do-
10 "	R. C. Pierre, C/o Loose-Wiles Biscuit Co., Long Island City, N. Y.	-do-
10 "	Edwin D. Rowland, 3 N. Wissahickon Ave., Ventnor, N.J.	-do-
20 "	Charles Schlessman, 208 East 34th St., New York City	-do-

$29,342.00

Central Union Trust Co. of New York - #2

No.of Shs.	To be issued in the name of	To be delivered to
2 shs.	Mary P. Sheerin, Box N, Beacon, N. Y.	Bertron,Griscom & Co.,Inc.
75 "	Constant Southworth, 81 Sumner Ave., Springfield, Mass.	-do-
600 "	Seasongood, Haas & Macdonald, 60 Broadway, New York City	-do-
1 "	Carl R. Switzgable 930 Main St., Bridgeport,Conn.	-do-
10 "	Bernard J. Tebbens, Jr., 205 Remington Ave., Jamaica, N.Y.	-do-
6 "	West & Company Morris Bldg., Philadelphia, Pa.	-do-
1 "	Joseph S. Whiting, Togus, Maine - Company "C" National Solders' Home	-do-
10 "	Harold M. Wyckoff 377 West Boston Post Road, Mamaroneck, N. Y.	-do-
1 "	Edward Yachechak 163 Van Winkle Ave., Garfield, N.J.	-do-
20 "	John F.Dailey, Sheridan St.,North Easton,Mass.	-do-

Very truly yours,

BERTRON, GRISCOM & CO., INC.,

By _____

Vice President.

Encl - Check

H/MC

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

DOCUMENTS LISTED UNDER JULY 19, 1920
ARE FILED AND FILMED AT THE END OF JULY 1920

7/19/20

Letters re sale of DWG Inc Md stock, 7/19/20- 8/16/21
To Central Union Trust from Bertron, Griscom and to
DWG Inc Md from Central Trust of Illinois

Catalogue lists these letters here, but because of
their bulk, they have been moved to separate file
at the end of July, 1920.

Dupe Cln

July 19th 1920.

Mr. Berrian,
Vice President,
Central Union Trust Co. of N.Y. ,
80 Broadway, N. Y. C.

Dear Mr. Berrian: Re: D.W.Griffith, Incorporated.

Will you kindly send daily duplicate deposit slips to J.C. Epping, Treasurer, at #1476 Broadway, New York City, for all funds which are deposited to the account of D.W.Griffith, Incorporated against the transfers of stock of the said corporation through your transfer department and kindly credit the account of D.W.Griffith, Incorporated to the amount of such deposits, less the Federal Tax of 5¢ a share which your Company has been authorized to deduct for the purpose of purchasing Federal Stamp Tax for the original issue thereof, and kindly credit the Company's account at your 42nd St. Branch with the net proceeds as shown by such daily deposit slips, and oblige

Very truly yours,

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

July 19th 1920.

Central Trust Co. of Illinois,
125 West Monroe Street,
Chicago, Ill.

Attention Mr. Aksel K. Bodholdt.

Dear Sir:

Werhave your favor of the 16th inst. together with transfer sheets and duplicate deposit slip in re D.W.Griffith Incorporated. It will be satisfactory to us if you will on Monday of each week wire the Treasurer, Mr. J. C. Epping at #1476 Broadway, New York City, the number of shares issued and the amounts received and placed to our credit for the week preceding, also kindly mail the duplicate deposit slips to the same to Mr. Epping at the same address, which deposit slips may be mailed weekly if desired.

Very truly yours,

D.W.GRIFFITH, INCORPORATED.

By_____

Secretary.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

July 19th 1920.

Mr. J.C. Epping,
1476 Broadway,
New York City.

Dear Mr. Epping:

I enclose herewith copy of letter this day received from Central Trust Co. of Illinois, also order under date of July 15th 1920 signed by Counselman & Co. addressed to the Central Trust Co. of Illinois, together with duplicate deposit slip of Central Trust Co. of Ill. I have instructed said Company to wire you weekly at your New York office the amounts deposited the preceding week, and also to forward to your said address duplicate deposit slips. I have also requested the ~~Ex~~ Central Union Trust Co. of New York to send you daily duplicate deposit slips of funds deposited with them against transfers of stock of the Corporation and to credit the proceeds thereof to the Company's account in the 42nd Street Branch.

Very truly yours,

Albert H. Banzhaf

AHTB/GD
Encs.

CENTRAL TRUST COMPANY OF ILLINOIS

CAPITAL AND SURPLUS $7,000,000.

AKSEL K. BODHOLDT
TRUST OFFICER

125 WEST MONROE STREET

CHICAGO,

July 19,1920.

Mr. Albert H.T.Banzhaf,
2 Rector Street,
New York, N.Y.

Dear Sir:

We acknowledge receipt of your letter of July 16th relative to ledger accounts of all stockholders of D.W.Griffith, Inc., and in reply beg to say that the purpose of our previous letter was to ascertain whether you expected the list of stockholders to be prepared at the office of the Central Union Trust Company or this company. The trust company selected to prepare the stockholders list should of course carry complete ledger accounts of both Chicago and New York certificates. If the dividends are to be issued in New York, it would of course seem feasible to have the complete ledger accounts kept at the Central Union Trust Company unless it should be the intention of the company to maintain the complete ledger account of the company.

Yours very truly,

Trust Officer.

CENTRAL TRUST COMPANY OF ILLINOIS

CAPITAL AND SURPLUS $7,000,000.

THOMAS C. NEAL,
VICE PRESIDENT

125 WEST MONROE STREET

CHICAGO,

July 19, 1920.

Mr. Albert H. Banzhaf,
c/o Banzhaf & Pembleton,
2 Rector St.,
New York City.

Dear Sir:

We acknowledge receipt of and thank you for your valued favor of the 16th inst., enclosing to us signature cards and resolution in connection with the D. W. Griffith Incorporated account. We also appreciate your remarks in connection therewith.

It will be a pleasure to serve your client and we will do all in our power to give him good service.

Under separate cover we are sending some check books for the use of the Corporation which we trust will be received promptly.

Very truly yours,

Vice President.

TCN.C

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
J.Y.G. WALKER — H.M. POPHAM
J.V.B. THAYER — C.R. BERRIEN
F.J. FULLER — F.B. SMIDT
F.J. LEARY — B.A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H.M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK July 19,1920.

A H T Banzhaf, Esq., Secretary,
2 Rector Street,
New York.

Dear Sir:

Please find herewith copy of requisition of Bertrom, Griscom & Company for issue of D. W. Griffith Inc. Class "A" Stock and letter of Messrs. Counselman & Company giving authority to deliver to Bertrom, Griscom & Company stock which they may requisition.

Yours very truly,

Asst. Secretary.

Transfer Dept.
L.

List handed
to Effering.
July 20-20 A.B.

LAW OFFICES
DENT, DOBYNS & FREEMAN
549 THE ROOKERY
CHICAGO

LOUIS L. DENT
FLETCHER DOBYNS
CHARLES Y. FREEMAN
S. ASHLEY GUTHRIE
BENJAMIN H. WEISBROD

125

July 19, 1920.

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City, New York.

Dear Sir:

In the absence of Mr. Freeman the receipt is acknowledged of your letter of July 16 regarding original certificate of authority of D. W. Griffith, Inc., to transact business in the State of New York. We find the certificate in our files, and pursuant to your request enclose the same herewith.

Very truly yours,

DENT, DOBYNS & FREEMAN

By

BHW:MMB
Enc.

MOTION PICTURE CRAFTSMEN

Local #614

of

The International Alliance of Theatrical Stage Employees

and

Motion Picture Machine Operators

of

The United States and Canada.

July 20, 1920

AGREEMENT

This is the Official and only Contract recognized on by

Local #614
International Alliance of
Theatrical Stage Employees
and
Motion Picture Machine
Operators of the U. S.,
and Canada.

THIS AGREEMENT, made this ....20th.... day of July, 1920, by and between ..... Albert L. Gray ..... duly authorized representative of the D. W. Griffith Inc. Laboratory, hereinafter referred to as the party of the first part, and the MOTION PICTURE CRAFTSMEN, Local Union #614, of the International Alliance of Theatrical Stage Employees and Motion Picture Machine Operators of the United States and Canada, hereinafter referred to as the party of the second part.

.....

WITNESSETH: The party of the first part hereby agrees that in so much as the party of the second part is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, nothing in this contract shall be so construed as to interfere with the obligation the party of the second part owes to the International Alliance.

SECOND: The party of the first part hereby agrees to employ as Motion Picture Laboratory Workers, members of the party of the second part, so long as said members of the party of the second part efficiently perform such labor as their respective positions requires.

THIRD: The party of the first part agrees, when desiring to dispense with the services of any member of the party of the second

part to give one week's notice in writing to the party of the second part, prior to such change, or to pay one week's salary in lieu thereof (except in case of drunkeness, dishonesty or incompentance), in which case no notice shall be required.

FOURTH: The party of the second part agrees, should any member thereof desire to sever his connection with any laboratory controlled by the party of the first part, to give one week's notice immediately prior to such change (except in case of non-payment of salaries when due, which shall be sufficient cause for the immediate severing of relations).

FIFTH: The party of the first part shall have the right to make such rules and regulations as may be deemed necessary for the conduce and management of their laboratory and the party of the second part agrees that its members shall obey all rules and directions of any authorized representative of the party of the first part in so far as they do not conflict with the terms of this contract, with the By-Laws and Working Laws now established by the party of the second part, or with the rules and regulations of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada.

SIXTH: The party of the first part is hereby authorized to dismiss or discharge at once, any member of the party of the second part in his employ who shall report for work while intoxicated, or, who refuses to perform his duties in any position for which he has been engaged, as required by this agreement. ~~Immediately upon discharge~~ A. L. A.

of such member or members the party of the first part shall forthwith notify the party of the second part, who shall immediately thereafter furnish another member to the party of the first part.

SEVENTH: The party of the first part agrees to use the embossed Local Union Seal of the party of the second part on all film produced in their respective laboratories.

EIGHTH: The party of the second part agrees to furnish to the party of the first part the official seal of the Local Union, to be used on all film produced in laboratory controlled by said party of the first part.

NINTH: The party of the first part agrees to accept not less than ..... cents per foot for any production of film in their respective laboratories.

TENTH: The party of the second part agrees to restrict and prevent any members thereof, from accepting employment in any capacity with any laboratory where the provisions, as set forth in our contract, are not recognized and fulfilled.

ELEVENTH: It is further agreed that the party of the second part shall furnish such laboratory workers as is available at any time party of the first part should require their services.

TWELFTH: The party of the first part agrees that, in so much as the film, produced in their laboratory, bears the Local Union Seal of

the party of the second part that they, the party of the first part, will under no conditions contribute to, or, have laboratory work done by any laboratory which is not authorized to place said Local Union Seal on their product.

IT IS MUTUALLY AGREED:

(13th) That eight hours of labor shall constitute the working day for five days per week and on the sixth day (Saturday), four hours shall constitute the working day, making a total of forty-four hours per week.

(14th) That any members of the party of the second part called upon to work overtime between the hours of twelve (midnight) and eight o'clock A. M., except in such cases where these be their regular working hours, shall be compensated, pro-rata, double the regular scale of wages for the position in which he is engaged.

(15th) That any member, of the party of the second part, working more than the stipulated number of working hours shall be compensated, pro-rata, one and one-half times the regular scale of wages for the position in which he is engaged.

(16th) That any person so engaged by the day or week by any laboratory, they shall be compensated, pro-rata, the wage scale for the position in which he has been engaged.

(17th) That any person so engaged shall be paid pro-rata a full day for any fraction thereof and pro-rata the wage scale as set forth in section 15 of this article, for

any and all overtime according to the position for which he has been engaged.

(18th) That any and all time spent in delays during the regular working day, for which the members of the party of the second part are not responsible, shall be paid for by the party of the first part.

(19th) That the following be recognized as legal holidays for which double time shall be paid for labor performed: New Years Day; Lincoln's Birthday; Washington's Birthday; Decoration Day; Independence Day; Labor Day; Columbus Day; Election Day; Thanksgiving Day; Christmas Day and each and every Sunday in the year.

(20th) That no laboratory workers shall be considered other than apprentices until such time as they have been engaged in the industry for a period of three months and satisfactorily qualified in their respective position.

(21st) That the party of the first part shall employ not more than ten percent of the total number of employees as apprentices.

TWENTY-TWO: That the party of the first part agrees to employ members of the party of the second part as motion picture laboratory workers on a weekly basis in accordance with the foregoing provisions of this contract and further in accordance with the following schedule of wages:

SCHEDULE OF WAGES

ASSISTANT SUPERINTENDENT	$125.00	per week
FOREMAN TIMER	100.00	" "
EDITOR	100.00	" "
FOREMAN DEVELOPING ROOM	90.00	" "
TIMER	90.00	" "
NEGATIVE DEVELOPER	85.00	" "
FOREMAN CUTTING ROOM	75.00	" "
INSPECTOR (Developing Room)	75.00	" "
POSITIVE DEVELOPER	65.00	" "
FOREMAN ASSEMBLING ROOM	60.00	" "
FOREMAN PRINTING ROOM	50.00	" "
FOREMAN PERFORATING ROOM	50.00	" "
FOREMAN EXAMINING ROOM	50.00	" "
FOREMAN WASH ROOM	50.00	" "
FOREMAN DRY ROOM	50.00	" "
TITLE CAMERA MAN	50.00	" "
GENERAL FOREMAN	50.00	" "

LABORATORY ASSISTANTS

TINTER	$ 40.00	per week
NEGATIVE CUTTER	40.00	" "
AIR CONDITIONER	40.00	" "
WINDER (Developing Room)	35.00	" "
HYPO-MAN (Developing Room)	35.00	" "
PERFORATOR	35.00	" "
LOADER	35.00	" "
WASH ROOM MEN	35.00	" "
INSPECTOR (Projecting Room)	35.00	" "
DRY ROOM MEN	30.00	" "
NEGATIVE AND POSITIVE POLISHER	30.00	" "
NEGATIVE JOINER	30.00	" "
PRINTER	30.00	" "
PORTER	30.00	" "
ASSEMBLER	25.00	" "
MOUNTER	25.00	" "
EXAMINER	25.00	" "
DRY CHECK CLERK	20.00	" "

(23rd) IT IS FURTHER MUTUALLY AGREED that the classification of the various positions in each laboratory is to be adjusted according to the capacity of each by duly authorized representatives of the party of the first part and the party of the second part and should it be necessary because of a disagreement, the decision in the premises shall be left to a third party to be mutually agreed upon by the two

representatives so appointed.

(24th) IT IS FURTHER MUTUALLY AGREED that should any dispute arise under this contract (other than claims for salaries due, drunkeness, dishonesty or incompetence, which latter three causes shall be sufficient reasons for the immediate discharge of the members of the party of the second part, employed by the party of the first part) the same shall be adjusted by means of an Arbitration Board; the arbitrators shall be one appointed by the party of the first part, the other arbitrators shall be a member of I.A.T.S.E., Local #614 and M.P.M.O., and the third, should his appointment be necessary, shall be some one mutually agreed upon by the other two parties.

This contract to be in force and binding from the first day of Sept. 1920 to the first day of Sept. 1920.

D.W. Griffith Inc.
Albert A. Gray
Party of the first part.

Signed

Alex Heller
Geo. S. Woodruff Secy. Treas.
Party of the second part.

(LOCAL)
(SEAL)

Revised Section 21. The party of the first part shall have the privilege of employing apprentices, according to the requirements of his work, and the party of the second part shall have the privilege of unionizing such apprentices as fast as they may see fit.

A.W.G.
A.A.

MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF UNITED ARTISTS CORPORATION, HELD JULY 20th, 1920.

A regular meeting of the Board of Directors of United Artists Corporation was held at its offices on the ninth floor of 729 - Seventh Avenue, in the City of New York, N. Y. on the 20th day of July 1920, at 4:00 o'clock, P.M.

PRESENT: Mr. Hiram Abrams

A quorum not being present, the meeting was adjourned until 4:00 o'clock P.M., Friday, July 30th, 1920.

Secretary,

At a Special Meeting of the
Board of Directors of
D.W. GRIFFITH, INCORPORATED,
held pursuant to waiver at the
Studio of the Company at the
Village of Mamaroneck, New York,
on the 21st day of July, 1920
at 6 P.M.

P R E S E N T : Messrs. D.W.Griffith,
Albert L. Grey,
J.C. Epping,
A.H.T.Banshaf
-and-
John Powers.

constituting a majority of the Directors and a quorum.

Mr. Griffith called the meeting to order and Mr. Banshaf recorded.

Mr. Banshaf presented a waiver of notice of this meeting signed by all the Directors, which notice was read, approved and ordered on file.

Upon motion duly made, seconded and carried the Minutes of the last meeting of the Board of Directors were duly read and approved.

Upon motion duly made, seconded and carried the following resolutions were unanimously adopted:

RESOLVED that Messrs. D.W.Griffith, J.C. Epping and Albert H.T. Banshaf be and they hereby are elected members of the Executive Committee who shall serve during the pleasure of the Board;

BE IT FURTHER RESOLVED that the Board of Directors hereby delegate to said Committee any or all powers of the Board of Directors in the management of the business and affairs of the Corporation, including the power to authorize the seal of the Corporation to be affixed to all papers which may require it as provided for by the By-Laws of this Corporation;

BE IT FURTHER RESOLVED that said Executive Committee shall organize and hold its regular and special meetings and shall keep a record of its acts and proceedings and report the same from time to time to the Board of Directors as provided for by the By-Laws of the Corporation;

The Secretary then presented the resignation, dated July 21st 1920, of J.A. Manning, as a Director of the Corporation to take effect upon the acceptance of the Board.

Upon motion duly made, seconded and carried the resignation of J.A. Manning was unanimously accepted.

The Secretary then stated that the election of a Director to fill the vacancy caused by the resignation of J.A.Manning was in order.

Upon motion duly made, seconded and carried Mr. Charles Counselman was duly elected Director of the Corporation for the ensuing year, or until such time as his successor be duly chosen and qualified.

The Secretary then presented the resignation, dated July 21st 1920, of John Powers, as a Director of the Corporation to take effect upon the acceptance of the Board.

Upon motion duly made, seconded and carried the resignation of John Powers was unanimously accepted.

The Secretary then stated that the election of a Director to fill the vacancy caused by the resignation of John Powers was in order.

Upon motion duly made, seconded and carried Mr. Lee Benoist was duly elected Director of the Corporation for the ensuing year, or until such time as his successor be duly chosen and qualified.

There being no further business before the Meeting the same was adjourned.

_____

Secretary.

97.4
W.H.D.C.

July 21st 1920.

Central Union Trust Co. of N.Y.,
80 Broadway,
New York City. Attention Mr. W.H.Ludlum,
Assistant Treasurer.

Dear Sir:

In reply to your favor of the 16th inst. relative to proposed assignments of David W. Griffith policy for $150,000 which has been assigned to your Company, I beg to enclose herewith original letter addressed to me this day received from the New York representative of the Travelers Insurance Co. acknowledging receipt of the duplicate of the absolute assignment which Mr. Griffith signed as per the assignment which is attached to the policy which you now have, said duplicate having been mailed to the New York Office of the Travelers Insurance Company. The enclosed letter answers yours of the 16th inst. as showing full compliance of the assignment of said policy to your Company. If there is any further information you desire in this matter I will be pleased to forward the same to you.

Very truly yours,

AHTB/GD
Encs.

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
J.Y.G.WALKER H.M.POPHAM
J.V.B.THAYER C.R.BERRIEN
F.J.FULLER F.B.SMIDT
F.J.LEARY B.A.MORTON
M.FERGUSON, VICE-PREST. & SECY.
H.M.MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK July 21, 1920.

Mr. Albert H.T. Banzhaf, Secretary,
D. W. Griffith, Inc.,
2 Rector Street,
New York City.

Dear Sir:

Acknowledging receipt of yours of the 19th instant in regard to the advice of credits of deposits received from stock subscriptions, we beg to say that we have carefully noted your instructions and have given directions which we trust will carry out your wishes in the matter.

Very truly yours,

H M Myrick

Treasurer.

HMM-M

Banking

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
J.Y.G. WALKER — H.M. POPHAM
J.V.B. THAYER — C.R. BERRIEN
F.J. FULLER — F.B. SMIDT
F.J. LEARY — B.A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H.M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK July 21, 1920.

Mr. J. C. Epping, Treasurer,
D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Dear Sir:

Regarding the amounts received for stock subscriptions through Bertron, Griscom & Company, we beg to advise you as follows;-

On July 20, 1920, we deposited to the credit of your account at our 42nd Street Branch $2,615.90 arrived at as follows;-

Gross amount of stock subscriptions - - - - - - - - -		$ 2,805.00
Less stamps on that amount, - - -	$ 16.50	
Less stamps on $29,342., - - - - -	172.60	189.10
		$2,615.90

The $29,342., previously held at this, our Main, Office is being transferred this day to your 42nd Street account. After that all items as received will be credited net to your 42nd Street account and our letter of advice to you will show the gross amount received and the deduction for stamps.

Trusting this will meet your wishes in the matter, we are

Very truly yours,

W. M. Myrick

Treasurer.

HMM-M
Banking

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF THE PRESIDENT

July 21, 1920

Mr. A. H. T. Banzhaf,
New York, N.Y.

Dear Mr. Banzhaf:-

I received the enclosed letter from our Cleveland manager, which if you wish to show to Mr. Griffith, it will be alright if the matter is kept confidential. Please return the correspondence to me for our files when it has served its purpose.

Sincerely yours,

Hiram Abrams

AR
Encl.

NATIONAL ASSOCIATION OF THE MOTION PICTURE INDUSTRY
(INCORPORATED)

1520 BROADWAY NEW YORK CITY

July 21, 1920.

FREDERICK H. ELLIOTT
EXECUTIVE SECRETARY

Mr. D. W. Griffith,
Mamaroneck, N. Y.

Dear Mr. Griffith:

The morning papers announce that you have signed up with the Motion Picture Craftsmen's union and agreed to their terms.

Many times in the past the National Association has supported and assisted you in your censorship battles. Now the association is fighting a battle for another branch, namely, the laboratory section of the Producers' Division, of which you are a member.

As a member of the Board of Directors of this association, do you not feel that you should stand with the majority who voted not to treat with the union until the strike is called off? The association feels that this is a matter too serious to have the big men go their own separate way instead of standing together as a unit.

Will you please let us know immediately if there is any basis of truth in the reports appearing in the newspapers?

A prompt personal reply will be appreciated.

Yours very truly,

William A. Brady

President.

Dict.by
W.A.Brady
To: E.F.N.

CRAVATH & HENDERSON

52 WILLIAM STREET

NEW YORK July 22, 1920.

D. W. Griffith, Incorporated.

Dear Mr. Banzhaf:

The following list of things we still need for our files in the above matter is given for your convenience:

(1) Minutes of directors meetings held after July 1st.

(2) Certificate as to transfer of bank accounts.

(3) Copy of the assignment of the United Artists Contract and evidence of transfer of the stock on the books.

(4) Copies of such consents and notices as you obtain or give in connection with assignment of Contracts.

(5) Another copy of the patent and assignment.

(6) Copy of Mr. Griffith's ten year contract.

(7) Copy of New York qualification papers and certificate of Secretary of State.

(8) Statement as to the status of the life insurance Mr. Griffith was to take out.

(9) June 30 balance sheet when prepared.

(10) Evidence that certificate for B stock has been duly issued.

You were going to see to it that the Exhibits were actually attached to the originals of Mr. Griffith's letter to the Corporation and of the bill of sale and I assume that

this has been duly taken care of.

I have today sent over to you a bill from American Bank Note Company for $450 covering the Class A stock certificates.

Very truly yours,

Stephen H. Wentworth

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

c

Studies
Misc. Matters

D. W. Griffith Studio

INTER-OFFICE MESSAGE

To Mr. Banzhaf Date July 23, 1920.

From Mr. Carr. Reply to

COPY OF MESSAGE RECEIVED JULY 23, 1920.

Los ANGELES.

D. W. Griffith. Care Weiner.

Alice Freeman Lusk Author of Your Majesty retains us to prevent release of Photoplay entitled "Her Majesty" until settle ment is xxx made with her for use of her story submitted to you in Los Angeles through your Mr. Stearns we beleive that calling your personal attention to this will prevent irreparable injury to either yourself or our client will you please personally wire us your personal attitude this regard

London and Salseman
Vannuys Bldg. Los Angeles, California.

Please make all replies on back of this memorandum.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

July 23, 1920.

Mr. A. H. T. Banzhaf,
#2 Rector St.,
New York City.

Dear Mr. Banzhaf:-

I am sending you a copy of the telegram in relation to the threatened law suit of which I telephoned you yesterday.

The facts are these: Mrs. Alice Freeman Lusk submitted through Mr. Stearns about two years ago a comedy called "YOUR MAJESTY". It related to the adventures of a little Southern Girl who inherited $1000.00 and decided to spend it stepping around to the summer hotels. By coincidence she was mistaken for a Russian Princess. Part of the day she blackened her face and worked as a caddy on the Hotel Golf Course.

When the Faucett comedy was made it bore the Studio title of "HER MAJESTY", and I beleive that the Trade Papers published some items to the effect that Dorothy Gish was to put out a comedy under that name.

Two or three weeks ago we wired Mrs. Lusk asking her asking her how much she wanted for "YOUR MAJESTY". SHe quoted us a price of $7,500.00. We promptly returned the manuscript to her through her agents, the Palmer Photoplay Incorporated. We had one letter from the Palmer Company stating that they agreed with us that the price was exorbitant and unreasonable and there the matter dropped until this telegram came. Evidentally Mrs. Lusk thinks that we are putting out her photoplay after having declined it.

Very truly yours,

H. C. Carr

D.W.GRIFFITH STUDIO.

HCC:IEH

Mamaroneck, N. Y.
July 23, 1920.

Mr. William A. Brady:
1520 Broadway,
New York City.

Dear Mr. Brady:

Mr. Grey is in charge of the factory and the business departments of our corporation. He informs me that as far as I am personally concerned we had no word of any kind of the trouble in the factory through the National Association until after he had come to some agreement with our men. We could not very well stand with the National Association when we did not know that the Association was making any stand at all -- in fact, we knew nothing about it until after it was all over.

I understand from Mr. Grey that we have made no changes in our factory. We are paying the same wage scale and conditions are practically as they were before. This, however, I had nothing to do with -- it was entirely in Mr. Grey's hands and he did not tell me until the trouble was all over.

I must take issue with one sentence in your letter however. You say "Many times in the past the National Association has supported and assisted you in your censorship battles. Now the association is fighting a battle for another branch, namely, the laboratory section of the Producers' Division."

This is news to me -- that they were supporting me in my fight -- as the censorship battle is less my fight than any producer's in the business. Censorship is the fight of the business in general and if you happen to be acquainted with the kind of plays I put on you know that I stand to lose less from censorship than any of the producers. I am free from producing any society underwear display in my productions and do not deal in any way, shape, or form with the exhibition of the human body for revenue only, which cannot be said of many of the producing companies that I know about. Sometimes a little strong on <u>drama</u>, but never strong enough to bother the censors much on a morality question.

Mr. William A. Brady
No. 2

This is why I have paid you One Hundred and Seventy-five Thousand "yens" for "Way Down East", still being old-fashioned enough to sort of like these kind of things, and rather imagine you are in the same boat on this question.

Incidentally, and having nothing to do with the matter, I am going to have your pet story in picture form within a few weeks and am most anxious for you to see it.

As ever, with the kindest personal regards,

Sincerely yours,

WG-W

July 24, 1920.

Mr. A. H. T. Banzhaf
2 Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:

Hereafter no expenditures of any kind are to be made for account of the corporation which are not directly incurred for the production of current pictures.

All contemplated expenditures other than direct production expenses should be first submitted to Mr. Epping for my approval and O. K.

Yours very truly,

DWG-AW

CLASS OF SERVICE	
Telegram	
Day Letter	X
Night Message	
Night Letter	

If no class of service is designated the message will be transmitted as a full-rate telegram.

Studio Museum

COPY OF WESTERN UNION TELEGRAM

July 26th 1920.

LONDON & SALESMAN

VAN NUYS BUILDING

LOS ANGELES CALIF.

REPLYING TO YOUR WIRE TO MR GRIFFITH RELATIVE TO STORY BY ALICE LUSK BE ADVISED THAT MR GRIFFITH HAS NOT USED AND DOES NOT INTEND TO USE MISS LUSKS STORY NEITHER WILL HE USE THE TITLE THEREOF LETTER FOLLOWS

A H T BANZHAF
2 Rector Street N Y C

charge Banzhaf #2 Rector St Room 1615.

July 26th 1920.

Messrs. London & Salesman,
Van Nuys Building,
Los Angeles, Calif.

Gentlemen.

In reply to your wire of the 23rd inst. addressed to Mr. Griffith relative to story by Miss Alice Freeman Lusk entitled "Your Majesty" I beg to enclose herewith copy of telegram this day forwarded to you, also beg to supplement the same by advising you that the Griffith Scenario Department has returned to Miss Lusk her story entitled "Your Majesty" through her Agents, Palmer Photoplay Incorporated, for the reason that the price quoted by her through said Agents was exhorbitant.

I further beg to advise that neither Mr. Griffith or his Studio is using or intends to use the story of Miss Lusk entitled "Your Majesty" unless your client, Miss Lusk, should hereafter sell the same to the Griffith Studio at a price which they deem reasonable. Miss Lusk is no doubt laboring under a misapprehension as to the use of her story by Mr. Griffith's Studio on account of a trade paper notice to the effect that Miss Gish was to put out a comedy under the title name of "Her Majesty". This production, however, is based on a story absolutely dissimilar to that of Miss Lusk in plot and characters and the name "Her Majesty" was a tentative name for Studio purposes only.

Any further information you desire in this matter I will be pleased to give you,

Very truly yours,

AHTB/GD

CENTRAL TRUST COMPANY OF ILLINOIS

CAPITAL AND SURPLUS $7,000,000.

AKSEL K. BODHOLDT
TRUST OFFICER

125 WEST MONROE STREET

CHICAGO.

July 26,1920.

Mr. J.C.Epping, Treasurer
D.W.Griffith, Inc.,
1476 Broadway,
New York, N.Y.

COPY

Dear Sir:

We confirm the following telegram sent you today:

"Have deposited credit commercial account your company thirty two thousand three hundred ninety seven dollars thirty cents as proceeds of thirty eight thirty four shares paid for by Counselman less revenue stamps period ending July twenty-fourth."

In explanation of this telegram, we beg to summarize the payments received and shares issued as follows:

Date	Shares	Total Remittance	Revenue Stamps	Proceeds
7/16/20	264	$2244.00	$13.20	$2230.80
7/22/20	1269	10786.50	63.45	10723.05
7/23/20	1021	8678.50	51.05	$8627.45
7/24/20	1280	10880.00	64.00	10816.00
	3834	$32589.00	$191.70	$32397.30

We are enclosing herewith deposit slips covering deposits made to the credit of your commercial account in this bank on July 22, 23 and 24th. The slip covering deposit of July 16th was forwarded to Mr.Banzhaf.

Yours very truly,

AKSEL K. BODHOLDT

Trust Officer.

CC to Mr.Banzhaf.

DWGfnc

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
J.Y.G.WALKER H.M.POPHAM
J.V.B.THAYER C.R.BERRIEN
F.J.FULLER F.B.SMIDT
F.J.LEARY B.A.MORTON
M.FERGUSON, VICE-PREST. & SECY.
H.M.MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

July 26, 1920.

Mr. A. H. T. Banzhaf, Treasurer,
D. W. Griffith, Inc.,
2 Rector Street,
New York City.

Dear Sir:

In connection with our appointment as Transfer Agent for your Class "A" stock, we wish to offer our services as Dividend Paying Agent. We perform this service for most of the companies whose stock we transfer, and we believe you would find it a convenience as well as an economy.

The charge would be $50. per dividend, to include the cost of postage, stationery and printing, unless your list of stockholders should exceed 350 names. In the latter instance, the charge would be at the rate of $15. per 100 checks.

Trusting we may be of service to you in this connection, we are

Yours very truly,

Assistant Secretary.

CES/A
COUPON

Fred Lowe

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

Studio matters

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

July 26, 1920

Mr. A. H. T. Banzhaf,
2 Rector Street,
New York, N. Y.

Dear Mr Banzhaf:

Probably because Mr. Smather's name opens this letter, Mr. Griffith told me to send it to you. I hasten to do so - with pleasure. Please don't send it back to me.

Best wishes,

sincerely,

T. Agnes Reiner

M. S. HOTTENSTEIN
ATTORNEY AND COUNSELLOR AT LAW
522 Fifth Ave
~~120 BROADWAY~~
NEW YORK

Dec. 27, 1920.

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:

Mr. Crawford has received the enclosed tax statement, which seems to indicate that $306.64 is due for school taxes for 1920 on the Mamaroneck property, together with a penalty of 7%, amounting to $14.46.

Mr. Crawford urges you to give said tax bill your immediate attention.

Very truly yours,

M. S. Hottenstein

Paid Dec 23-20

T Palmer Howell

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

M. S. HOTTENSTEIN
ATTORNEY AND COUNSELLOR AT LAW

DEED
CHARLES HEFFNER
WHITE PLAINS, N. Y.
TELEPHONE 1584

Deuschle Property

Con. $10.00 Dated 7/9/20 Liber 2263 Pa. 404

Stamps $50.00 Section 9 Block 105 Lot —

Grantors,

D. W. G. Corporation

Grantees,

D. W. Griffith, Inc.,

Baltimore, Md.

Premises,

BEGINNING on the shore of Long Island Sound at a stone set in the ground on the strand leading to Long Beach, and in the line running across said strand as laid down on map made by Stephen C. Parmenter and filed in the then Clerk's, now Register's office of Westchester County aforesaid, and in the [illegible] line of land conveyed by Thomas J. DeLancey and wife to Schurman Halsted and John G. Hadden, running thence in a southerly direction along the shore of Long Island Sound and around Long Beach, following the shore of said sound, and of the Inlet which makes up between Long Beach and fishing Hummock,

until you strike the first mentioned line of the Strand and across said Stand one chain in twenty link, to the place of beginning containing 32-40/100 Acres, more or less. Also so much of the land under water as is included in the patent from the state of New York to John Greacen, Jr. Dated March 14, 1855 and bounded as fol ows: northerly by the line drawn from the centre of the opening in the Dam nearest Long Beach to a point in the westerly line of land coveyed to John W. Oliver distant northerly 5-1/2 chains, from the point just mentioned in this conveyance, thence southerly to this point. Also all that certain piece or parcel of land under waters of Long Island Sound and adjacent to the uplands above described, bounded and described as follows: Beginning at high water mark on the land of Emma Lawrence Jacob adjoining the land belonging to the Estate of C. J. Henshaw and running thence south 5o 48' west 168 feet thence south 20o 6' west 1301.8 feet to a point on beach rock; thence south 40o 4' west 1290.8 feet north 63o 18' west 298.8 feet thence north 25o 48' west 496.6 feet; thence north 10o 19' east 888 feet; thence north 30o 50' east 768 feet thence north 16o 9' east 640.3 feet to the middle of the most southerly sluice-way of the bridge leading across the creek to the land belonging to the Estate of Cornelia B. Greacen, deceased thence southerly, easterly and northerly along the land of Emma Lawrence Jacob, following the indentation of the shore at high water mark to the place of beginning containning within said bounds 29-1/2 acres more or less being the same conveyed by the people of the State of New York to Emma Lawrence Jacob by patent dated 20th day of December A. D. 1873 and recorded in Book of Patents No. 42 Page 347. Also that certain piece or parcel of land adjoining the land already described and bounded and described as follows. Beginning at centre of the highway and thence of the northerly

Survey 9

DEED
CHARLES HEFFNER
WHITE PLAINS, N. Y.
TELEPHONE 1584

Con. $ 10.00 Dated 7/9/20 Liber 2263 (89) Pa. 410

Stamps $20.00 Section 9 Block 93 Lot —

Grantors,

D. W. G. Corporation,

Grantees,

D. W. Griffith, Inc.,

Baltimore, Md.

Premises,

BEGINNING at a point on the westerly side of Union Ave. Esplanade at the stone wall standing between the lands hereby intended to be conveyed and lands now or formerly of John Greacen, Jr., running thence along said Ave. north 38o 42' west 113.63 feet thence still along on said Ave. north 30o 18' west 213.59 feet thence still along said Ave. north 26o 46' W. 84.32 feet to the stone wall which is the boundary line between the lands hereby intended to be conveyed and lands now or formerly of Rushmore and Hatch;

thence along said wall and said boundary line south 61o 4' 628.38 feet thence still along said wall and boundary line south 60o 29' 30" west to the centre of a creek or inlet from the Long Island Sound thence along the shore of said inlet or creek as the same winds and turns westerly southerly and easterly to the point of an indentation thence westerly again southerly and thence easterly to a point on said shore at the said stone wall first mentioned, which is the boundary line between lands hereby intended to be conveyed and lands now or formerly of John Greacen, Jr., thence along said stone wall north 48o 54' east 806 feet to the point or place of beginning.

Subject to Mortgage $40,000

648

TAX STATEMENT

OFFICE OF RECEIVER OF TAXES, TOWN OF MAMARONECK, N. Y.

School Tax District No. 1, Town of Mamaroneck, N. Y.

SCHOOL TAXES FOR 1920 — Rate $8.2657 per $1,000 Assessed Valuation

T. PALMER HOWELL, Receiver of Taxes
HARRY T. McGIVNEY, Deputy Receiver of Taxes
8 Elm Street, Mamaroneck, N. Y.

Page No. 83-106-93 — As per 1919 Assessment Roll

Name of Owner or Corporation Assessed	LOCATION			Assessed Valuation	Amount of Tax	
	SECTION	BLOCK	LOT		DOLLARS	CTS.
23.3	8					
~~G. H. J. Daughof~~ D/9	Front 9	93	Greason Meadow Lane	25000	206	64
L. H. G. Corp.						
Point 28 1/2 D/9	Front 9	105	Municipal Property	240000	1983	77
32.3 ~~Greason~~ Howell, 32	9	89	Orienta Ave	25000	206	64
Block # 93 - Greason 23.3 acres → ch.						
" 105 - Flagler, 28.6 "	Point					
" 89 - Howell 32.3	Orienta Ave to Delaware Ave					

No. 171

Assessment Roll of Union Free School District No. 1, Town of Mamaroneck, N. Y., for the year 1920, upon which the above Assessment and Tax appears, was delivered to me the 15th day of August, 1920.

Total,	$	2397 05
Penalty,	%	
Total Amount,	$	

RATES OF PENALTIES, IF PAID

DURING SEPTEMBER, NONE.
DURING OCTOBER, 2 PER CENT.
DURING NOVEMBER, 5 PER CENT.
DURING DECEMBER & JANUARY, 7 PER CENT.
DURING FEBRUARY & MARCH, 10 PER CENT.
THEREAFTER, 12 PER CENT TO DATE OF SALE.

This is Not a Receipt.

Taxes payable in Current Funds or Certified Checks, to the order of Receiver of Taxes, Town of Mamaroneck, N. Y.

All taxes paid by checks not certified, receipts will not be returned until Five days after date of deposit.

BRING THIS STATEMENT WITH YOU.

☞ IF YOU WISH RECEIPT, ENCLOSE SELF-ADDRESSED STAMPED ENVELOPE

UNION FREE SCHOOL DISTRICT No. 1

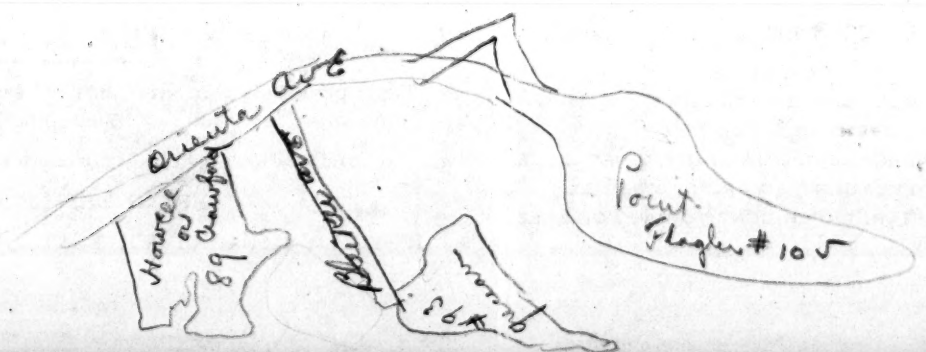
Town of Mamaroneck, N. Y.

Assessed Valuation, Rate and Levy.

Year	Real Estate	Personal Property	Special Franchise	Total	Rate per $1,000	Amount levied
1920	$14,872,380	$110,950	$750,906	$15,734,236	$8.2657	$130,055.13

Itemized 1920 School Budget

General Control:	
Salaries	$ 6,375.00
Other Expenses	550.00
Instructional Service:	
Salaries	77,175.00
Other Expenses	4,700.00
Operation of Plant:	
Salaries	5,860.00
Other Expenses	7,435.00
Maintenance of Plant:	
Salaries	300.00
Other Expenses	5,000.00
Fixed Charges:	
Insurance	1,200.00
Debt Service:	
Bonds	9,050.00
Interest	6,710.13
Capital Outlay	1,500.00
Auxiliary Agencies:	
Salaries	2,600.00
Other Expenses	1,600.00
Total	$130,055.13



TAX STATEMENT

OFFICE OF RECEIVER OF TAXES, TOWN OF MAMARONECK, N. Y.

School Tax District No. 1, Town of Mamaroneck, N. Y.

SCHOOL TAXES FOR 1920 — Rate $8.2657 per $1,000 Assessed Valuation

T. PALMER HOWELL, Receiver of Taxes
HARRY T. McGIVNEY, Deputy Receiver of Taxes
8 Elm Street, Mamaroneck, N. Y.

Page No. 13 — As per 1919 Assessment Roll

Name of Owner or Corporation Assessed	LOCATION			Assessed Valuation	Amount of Tax	
	SECTION	BLOCK	LOT		DOLLARS	CTS.
J. W. K. Crawford	9	93	-	#5,000	206	64
120 Broadway						
Room #1455						
Mr. Rottenstein						

No 2319

Assessment Roll of Union Free School District No. 1, Town of Mamaroneck, N. Y., for the year 1920, upon which the above Assessment and Tax appears, was delivered to me the 15th day of August, 1920.

Total,	$	206. 64
Penalty, 7	%	14 46
Total Amount,	$	221. 10

RATES OF PENALTIES, IF PAID

DURING SEPTEMBER, NONE.
DURING OCTOBER, 2 PER CENT.
DURING NOVEMBER, 5 PER CENT.
DURING DECEMBER & JANUARY, 7 PER CENT.
DURING FEBRUARY & MARCH, 10 PER CENT.
THEREAFTER, 12 PER CENT TO DATE OF SALE.

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Assessed Valuation, Rate and Levy.

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Itemized 1920 School Budget

General Control:		
	Salaries	$ 6,375.00
	Other Expenses	550.00
Instructional Service:		
	Salaries	77,175.00
	Other Expenses	4,700.00
Operation of Plant:		
	Salaries	5,860.00
	Other Expenses	7,435.00
Maintenance of Plant:		
	Salaries	300.00
	Other Expenses	5,000.00
Fixed Charges:		
	Insurance	1,200.00
Debt Service:		
	Bonds	9,050.00
	Interest	6,710.13
Capital Outlay		1,500.00
Auxiliary Agencies:		
	Salaries	2,600.00
	Other Expenses	1,600.00
	Total	$130,055.13

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

C O P Y

Cravath & Henderson.

52 William Street,

New York July 27, 1920.

D. W. Griffith, Incorporated.

Dear Mr. Counselman:

I am sending you herewith our bill for professional services in connection with the Griffith matter.

You will remember that under the original letter of last April all counsel fees were to be borne by you, even though the transaction went through, that by the letter of June 18th you were to be reimbursed for counsel fees up to $5,000 if the transaction went through, and that by its letter of July 1st the corporation undertook an absolute obligation to reimburse you up to $5,000 for counsel fees. Thereafter Mr. Banzhaf orally agreed that since, by reason of his having been engrossed in court and other matters, practically the entire work of organizing the corporation and superintending the transfer to it of the property had fallen on us when normally it would have been handled by counsel for the corporation and the amount of $5,000 had been fixed on the basis of most of that work being done by the corporation's counsel we were entitled to a larger fee and the corporation should bear it, if the business were carried through. This explains why our bill is larger than the amount which by the July 1st letter the corporation agreed to reimburse you.

The disbursements on the enclosed bill do not include the various charges of Corporation Trust Company in connection with the organization of the corporation nor the printer's bills, all of which we have sent to Mr. Banzhaf on his assurance that the corporation would take care of them.

Yours very truly,

(Signed) Robert T Swaine.

Charles Counselman, Esq.,
Counselman & Co.,
112 West Adams Street,
CHICAGO, ILLINOIS.

NEW YORK July 27, 1920.

COUNSELMAN & CO.
and
BERTRON, GRISCOM & CO., INC.

To Cravath & Henderson, Dr.

For professional services in connection with option on 125,000 shares of Class A Stock of D. W. Griffith, Incorporated, $7,500.00

DISBURSEMENTS:

U. S. Documentary Stamps.	$70.50	
Extra Stenographic Services (at Night)	143.55	
Railroad Fares.	4.67	
Registering Deeds.	7.50	
Filing satisfaction of Mortgage	2.03	
Telephone Tolls	26.45	
Telegrams	20.36	
Carfares	2.74	277.80

$7,777.80

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

July 28, 1920.

Mr. A. H. T. Banzhaf,
#2 Rector St.,
New York City.

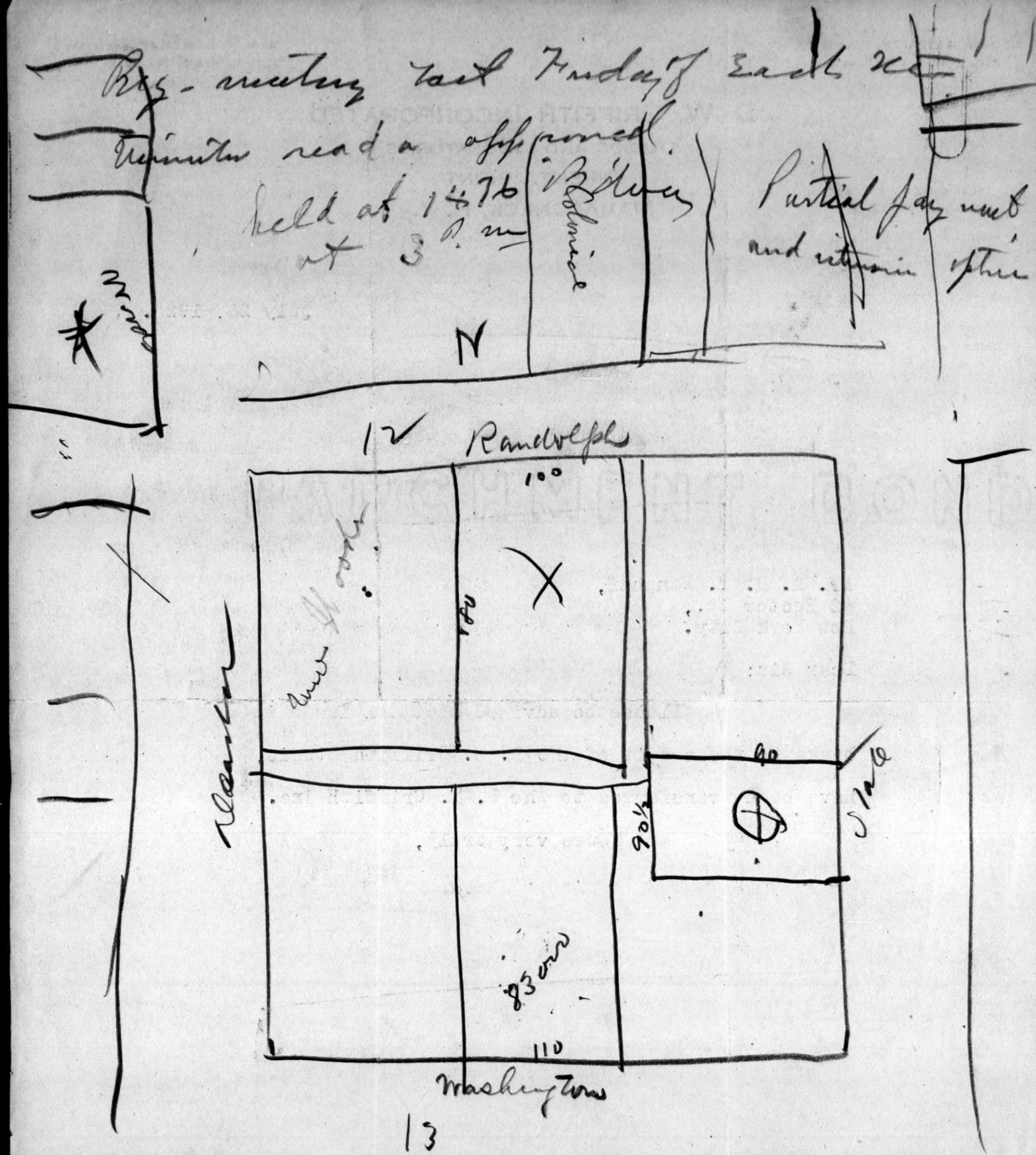
Dear Sir:

Please be advised that all funds in banks to the credit of the D. W. Griffith Studio, have been transferred to The D. W. Griffith Inc.

Yours very truly,

TREASURER

Reg- meeting last Friday of Each ac-
minutes read & approved.
held at 1476 Bilney
at 3 P. m.
Partial payment
and return of the



D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Counselman & Co.
112 West Adams Street
Chicago

July
Twenty-ninth,
1 9 2 0.

Dear Mr. Banzhaf:

I am planning now to leave Chicago on Tuseday, arriving in New York Wednesday morning. I only want to stay a day or two and then join my family for my vacation.

It occurs to me that you might consider it desirable to have a Directors meeting while I am in town. In such event, I suggest that you arrange a meeting for Wednseday afternoon. I have nothing in particular to bring up, except that I want to introduce to you, Mr. Griffith, Mr. Grey, and Mr. Epping, Mr. George H.Taylor, the real estate man who has been handling the negotiations for the proposed site of the Chicago theatre. Mr. Taylor will be in town at this time and I feel it is desirable for you all to meet him so that if matters come to a head on this piece of property while I am away, he can negotiate directly with you.

I think, therefore, that if we could have a meeting of the Board and discuss the subject with Mr. Taylor, it might be a good plan.

I am leaving town tonight, returning Monday morning, and I will appreciate hearing from you regarding the above on that date.

With kind regards, believe me

Faithfully yours,

Chas. Counselman.

Mr. Albert H. T. Banzhaf,
2 Rector St.,
New York City, N.Y.

CC:ECW.

THE CORPORATION TRUST COMPANY SYSTEM
ORGANIZED 1892.
15 EXCHANGE PLACE, JERSEY CITY, N.J.
CHICAGO PHILADELPHIA PORTLAND
ST. LOUIS WILMINGTON
WASHINGTON PITTSBURGH
CORPORATION REGISTRATION COMPANY
53 STATE STREET, BOSTON
THE CORPORATION COMPANY
LOS ANGELES, CALIFORNIA
AFFILIATED WITH
THE CORPORATION TRUST COMPANY
37 WALL STREET, NEW YORK CITY.

THE COMPANY FOR LAWYERS.

OFFICERS:
KENNETH K. McLAREN, PRESIDENT.
RAYMOND NEWMAN, GENERAL MANAGER.
HORACE S. GOULD, SECRETARY.
B. STAFFORD MANTZ, TREASURER.
JOHN R. TURNER, ASSISTANT SECRETARY.
C. KOESTER, ASSISTANT AUDITOR.

The Corporation Trust Company

INCORPORATED UNDER THE TRUST COMPANY LAW OF THE STATE OF NEW JERSEY.

REPLY TO 15 EXCHANGE PLACE, JERSEY CITY. July 29, 1920.

RE: D. W. G. CORPORATION

Albert H. T. Banzhaf, Esq.,
2 Rector St.,
New York City.

Dear Sir:

We are enclosing herewith duplicate of our bill of May 1st, last, against the above company amount $50.00, covering our charge for providing it with statutory representation in Delaware.

We would appreciate it greatly if you could consistently approve this item for the consideration of your clients.

Yours very truly,
THE CORPORATION TRUST COMPANY.

Assistant Secretary.

JRT:EW

PLEASE ADDRESS ALL COMMUNICATIONS TO THE COMPANY.

MINUTES OF A MEETING OF THE
BOARD OF DIRECTORS OF THE
UNITED ARTISTS CORPORATION.

The regular monthly adjourned meeting of the Board of Directors of the United Artists Corporation was held at the office of the corporation No. 729 Seventh Avenue, Borough of Manhattan, New York City, on the 30th day of July, A.D. 1920 at four o'clock P.M., pursuant to the regular notice sent out by the Secretary to the members of the Board of Directors.

P R E S E N T:

HIRAM ABRAMS
ALBERT H.T. BANZHAF
DENNIS F. O'BRIEN

In Attendance:

DOUGLAS FAIRBANKS
MARY PICKFORD

Mr. Abrams reported to the meeting the negotiations with Mr. Greenhill on behalf of the United Artists Corporation, for the marketing of pictures in foreign parts of the world, which are being marketed by the United Artists Corporation in the United States of America and Dominion of Canada, and presented to the meeting a draft of contract which had been prepared by Mr. Dennis F. O'Brien, attorney for United Artists Corporation, pursuant to the negotiations conducted with Mr. Morris Greenhill, and Mr. Abrams stated that this contract had been submitted to the representatives of the owners of the various pictures that are being marketed by the United Artists Corporation and approved by them; whereupon, a resolution was made,

seconded and unanimously adopted that the President and Secretary be authorized and empowered, and by these presents were authorized and empowered to execute the proposed contract on behalf of the United Artists Corporation upon procuring the consents of the various persons whose pictures are included in said contract, to wit: DAVID W. GRIFFITH, DOUGLAS FAIRBANKS and MARY PICKFORD.

Mr. Abrams expressed the consent of Mr. Griffith; and Mr. Fairbanks expressed his consent, and Miss Pickford expressed her consent.

Mr. Abrams stated that Mr. O'Brien had received from Mr. Greenhill a Cashier's check drawn on the International Bank in the amount of $100,000., which, pursuant to the contract, is to be deposited in the Guaranty Trust Company in the UNITED ARTISTS CORPORATION SPECIAL ACCOUNT, whereupon, a resolution was made, seconded and unanimously adopted that the proper officers of the corporation be authorized and empowered to open such an account in the Guaranty Trust Company, and Mr. Banzhaf, the Secretary of the Corporation, was authorized and empowered to execute on behalf of the corporation the customary certificate required by the Guaranty Trust Company for the opening of an account with it and the continuance of such an account with it.

Mr. O'Brien reported that he was still in negotiation with Mr. John Barrymore, and also Mr. Charles Bryant, the husband of Madame Nazimova.

No further business coming before the meeting, the meeting adjourned.

_____

Secretary

July 30, 1920.

D. W. Griffith, Esq.,
Longacre Building,
New York, N. Y.

My dear Mr. Griffith:

I hope I am not imposing on you too much in taking this opportunity of introducing to you some one whom I think you could very advantageously make use of. Mr. Varèse worked in the picture, Dr. Jekyl and Mr. Hyde, with me and was of invaluable assistance in many of the details. I think, with his intelligence and vision, he would be a splendid person to have under your distinguished banner.

I assure you I am not in the habit of writing letters of introduction to people as terrifically occupied as I know you must always be. My admiration for the qualifications of Mr. Varèse is the motive for writing you this letter as, like every one else of intelligence, I consider you the most imaginative person in the field. That is why I think you could use him.

Hope all is well with you. Believe me,

Yours very sincerely,

John Barrymore

From Sir Rider Haggard K.B.E.

TELEGRAMS AND STATION } DITCHINGHAM.

DITCHINGHAM HOUSE,
NORFOLK.

July 30th 1920

Dear Mr. Griffith,

My agents, Messrs Watt & Son, have forwarded to me the letter of your representative, Mr. Carr.—

I have asked them to write to Mr. Carr, sending you a copy of "Pearl Maiden", containing some of Bryan Shaw's illustrations, which I hope will reach you safely.—

Ever since I saw your great production, "Intolerance", I have been hoping to run across you, in order to suggest that you should produce this Story on the Screen, as

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

I doubt that anyone else could do so satisfactorily. To my mind it would make a most beautiful & unique picture play with all its spectacular episodes, such as Herod in the amphitheatre, the incidents connected with the Fall of Jerusalem, the Roman Triumph, the Slave-Market in the Forum, &c. &c. &c. —

Moreover the story is a strong one & would, I think, carry the interest of most audiences from beginning to end. —

At any rate I hope that you will read the book & form your own opinion.

Believe me very truly yours

H. Rider Haggard

To
D. W. Griffith Esq.
Mamaroneck.
New York

P.S. The illustrations by the late Byam Shaw are part of those which appeared in either "The Graphic" or "The Illustrated London News" the former I think — 1901-2. If the book were filmed the whole set might be useful & could easily be consulted

MEMORANDUM OF AGREEMENT, made in duplicate (each executed copy to be regarded for all purposes as an original) and entered into this, the thirtieth day of July,1920, by and between MORRIS GREENHILL, residing at No.8 Water Lane, Ludgate,London,England, and having a New York City business address at No.78 Broad Street, in the City, County and State of New York, party of the first part, hereinafter designated as MR.GREENHILL, and UNITED ARTISTS CORPORATION, a corporation organized pursuant to the laws of the State of Delaware, and having its present principal place of business at No. 729 Seventh Avenue,City,County and State of New York,party of the second part, hereinafter designated as UNITED,

W I T N E S S E T H:

WHEREAS,UNITED is engaged in the business of marketing, distributing and releasing motion pictures for exhibition purposes, and has entered into contracts with the well known motion picture artists,to wit;GLADYS MARY FAIRBANKS, professionally known as MARY PICKFORD,CHARLES CHAPLIN,DOUGLAS FAIRBANKS and DAVID WARK GRIFFITH, and

WHEREAS, UNITED is negotiating and hopes to obtain and secure other well known artists, and the sole and exclusive right, license and privilege to market, distribute and lease for exhibition purposes the motion pictures produced by said artists,and

WHEREAS, MR.GREENHILL is desirous of acquiring and securing the sole and exclusive right, license and privilege

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

to market, distribute and lease for exhibition purposes the motion pictures controlled and released for ehibition purposes by UNITED in the foreign territory hereinafter described, that is to say; -- in all parts of the world, save and except United States of America,Dominion of Canada, North America, South America, and the Insular Possessions of the United States of America (excluding the Philippine Islands,wnich rights are secured to the said MR.GREENHILL). The rights not secured to MR.GREENHILL being especially reserved and retained by UNITED,and

WHEREAS, the said Mr.Greenhill contemplates and proposes to organize an English Corporation for the purpose of controlling and distributing the foreign rights of said motion pictures for exhibition purposes as hereinafter more particularay described, and which said English Corporation will, for the purposes of this contract, be hereinafter designated as "FOREIGN CORPORATION",and

WHEREAS, the said Mr.GREENHILL is desirous that UNITED shall procure individual contracts from the aforesaid artists to be made with the said MR.GREENHILL, or with FOREIGN CORPORATION, or with right to MR.GREENHILL to assign TO FOREIGN CORPORATION,and

WHEREAS, the said MR.GREENHILL is also desirous of acquiring the license to use the name UNITED ARTISTS in connection with the business of marketing, distributing and turning to account such motion pictures in the foreign territory aforesaid, pursuant to the terms, conditions and provisions hereinafter set forth, and

WHEREAS,UNITED is desirous of granting into

MR.GREENHILL the rights and privileges herein set forth, and of procuring the execution of contracts by said artists as aforesaid, and of such other artists whose pictures are marketed, distributed and leased for exhibition purposes by UNITED during the period of this agreement between UNITED and MR.GREENHILL, pursuant to the terms, conditions and provisions herein set forth;

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00), each to the other in hand paid, the receipt whereof is hereby mutually acknowledged, and for and upon the mutual promises, covenants and conditions herein contained, it is stipulated;

FIRST:

(a) MR.GREENHILL has agreed, and by these presents does agree, with UNITED for the use and benefit of UNITED as well as the use and benefit of the aforesaid artists, to wit; GLADYS MARY FAIRBANKS, professionally known as MARY PICKFORD, CHARLES CHAPLIN, DOUGLAS FAIRBANKS and DAVID WARK GRIFFITH, and such other artist or artists whose pictures are or may be included by this contract;

(b) To organize with reasonable dispatch and complete such organization with ninety (90) days from the execution of this agreement:

(c) A corporation pursuant to the laws of England;

(d) Whose business shall be devoted excludively and solely,

(e) To the marketing, distributing and leasing for exhibition purposes,

(f) The motion picture of said artists, and of said

UNITED as covered by this agreement,

(g) And the individual agreements hereunto referred to.

SECOND:

(a) FOREIGN CORPORATION is to have a capital of One Million Pounds (L 1,000,000);

(b) To be issued solely for a cash consideration;

(c) And that there will be paid into the treasury or subscribed for by financially responsible persons or corporations, with in ninety (90) days after the execution of this agreement;

(d) Seven Hundred Fifty Thousand Pounds (L 750,000) in cash;

(e) That the formula for the organization of said FOREIGN CORPORATION shall be such that the appointment and designation of directors and officers of said FOREIGN CORPORATION for its initial organization, shall be in the control of MR. GREENHILL, and thereafter MR.GREENHILL shall control the appointment or election of a majority of such directors and officers;

(f) And, that the business of said FOREIGN CORPORATION so to be organized by MR.GREENHILL will be established, maintained and operated separte, apart and distinct from any business of any other person,persons, or corporation engaged in any branch of the motion picture business;

(g) That the business of said FOREIGN CORPORATION will be conducted free from any unfair methods in business, and to the mutual advantage of said FOREIGN CORPORATION and UNITED and its associated artists.

THIRD:

(a) MR.GREENHILL binds and obligates himself, either individually or through said FOREIGN CORPORATION, to cause to be arranged with four (4) months from the execution of this agreement, and before the delivery of the first negative of the first picture of any of the artists, pursuant to this agreement, an irrevocable Banker's Letter Of Credit in a sum of not less than One Million Dollars ($1,000,000.) in money of the United States of America, with such Bank or Bankers in the City of New York, as UNITED may determine,

(b) Said sum of One Million Dollars ($1,000,000.) to be maintained as hereinafter more particularly described, as security for the faithful performance on the part of the said MR.GREENHILL or said FOREIGN CORPORATION, or both, of each and every obligation, promise and covenant on the part of either MR. GREENHILL or said FOREIGN CORPORATION undertaken, and as security for the individual contracts to be entered into between the aforesaid individuals and said FOREIGN CORPORATION;

(c) MR. GREENHILL agrees on behalf of himself and on behalf of FOREIGN CORPORATION, to have executed by said FOREIGN CORPORATION a legal instrument which will evidence and obligate the FOREIGN CORPORATION to promptly pay any sum or sums of money that may become due to the UNITED, or the invidual artists whose pictures are covered by this agreement and the individual agreements herein described, so that the aforesaid Letter of Credit of One

Million Dollars ($1,000,000.) will be continually kept intact and undiminished for the purposes of the aforesaid contracts and benefits of all concerned therein.

(d) MR.GREENHILL), on behalf of himslef and said FOREIGN CORPORATION, agrees that said FOREIGN CORPORATION will execute a legal instrument which will provide for the assumption of each and every promise, covenant and obligation on the part of said MR. GREENHILL or said FOREIGN CORPORATION, or both, as set forth in this agreement; and that upon the completion of the organization of the FOREIGN CORPORATION,MR.GREENHILL will assign this contract to the FOREIGN CORPORATION and procure such legal instrument properly executed, and deliver two (2) duplicate original copies of the same to UNITED at its New York address.

(a) Mr.GREENHILL, on behalf of himself and said FOREIGN CORPORATION, agrees to proceed with reasonable dispatch to establish, maintain and operate first-class Exchanges in all portions of the world in which said MR. GREENHILL, or the said FOREIGN CORPORATION, by virtue of this contract, or any subsequent contract hereinafter entered into, is authorized or may become authorized to market, distribute and release the motion pictures covered by this agreement, and

(b) The agreements with said artists;

(c) The business of said Exchanges being devoted solely and exclusively to the marketing, distributing and releasing for exhibition purposes of the motion pictures covered by this agreement and the agreement with the individual artists, for

and during the period of the license of each of said motion pictures.

(d) The number and locations of such Exchanges to be reasonably satisfactory to UNITED, and

(e) The person or persons employed therein to be qualified for the business in which they are employed, and

(f) That the business of such Exchanges will be conducted in conformity with the methods pursued by UNITED in the United States of America and the Dominion of Canada, except as otherwise agreed in writing by the parties hereto.

FIFTH:

(a) MR.GREENHILL agrees to cause to be executed forthwith upon the organization of the FOREIGN CORPORATION,

(b) A contract substantially in the terms and form embodied in "EXHIBIT A" hereto attached and annexed, and made a part hereof, to the same full extent as if incorporated herein;

(c) Said contract by said FOREIGN CORPORATION to be delivered by MR.GREENHILL to Dennis F.O'Brien,Esq.,#1482 Broadway, Manhattan Borough, New York City;

(d) Who is hereby designated as CUSTODIAN of said contract, and as such CUSTODIAN,

(e) Is hereby authorized to deliver said contract, or duly executed copies thereof, to the artists aforesaid,

(f) Upon the receipt from said artists of similar contracts executed by them with authority to deliver such contracts to said MR.GREENHILL,

(g) For and on behalf of said FOREIGN CORPORATION

(h) The period of the license for the marketing and turning to account of each of the motion pictures covered by this agreement, or the agreements with the individual artists, shall be the same number of years as the license granted to UNITED for the marketing, distributing and turning to account of said motion pictures in the United States of America and the Dominion of Canada, which shall be specifically set forth in the individual contracts of each artist herein described.

SIXTH:

(a) The said MR.GREENHILL binds and obligates himself and said FOREIGN CORPORATION to execute and deliver on behalf of said FOREIGN CORPORATION contracts with UNITED for the exclusive license to market, distribute and release for exhibition purposes the motion pictures covered by this contract upon the following terms, conditions and provisions, to wit;

(b) Sixty percent (60%) of the gross receipts of every kind and nature derived from the marketing,distribution and releasing of said motion pictures in the aforesaid foreign territory, shall belong to and be paid to the owner of such motion picture, or the UNITED, as the case may be,(at the office of the UNITED in the City of New York or such other place in the City of New York as the ARTIST or owner of the picture may designate) of which amount the UNITED shall retain two percent (2%) as its compensation of procuring this contract for the benefit of the individual artists and for its services and expenses incidental to its carrying out the provisions on its part to be kept and performed, pursuant to this agreement; and forty percent (40%) shall

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be retained by the FOREIGN CORPORATION subject to the following guarantee, that is to say:

(c) In respect to every picture of Gladys Mary Fairbanks, preofessionally known as MARY PICKFORD, or CHARLES CHAPLIN, the said MR.GREENHILL and the said FOREIGN CORPORATION shall guarantee a minimum return of not less than Two Hundred Twenty-Five Thousand Dollars ($225,000.);

(d) One Hundred Twenty Five Thousand Dollars ($125,000) of which shall be paid by the said MR.GREENHILL or the said FOREIGN CORPORATION upon the delivery of each negative of each motion picture, as in the contracts provided, and the balance of such guarantee within eighteen months (18) from the delivery of each such negative of each motion picture.

(e) The guarantee upon all other pictures delivered shall be Two Hundred Thousand Dollars ($200,000.) per picture, to be paid in the following manner:

(f) One Hundred Twenty-five Thousand Dollars ($125,000) upon the delivery of each negative of each motion picture, as in the contracts provided, and the balance of said guarantee within eighteen (18) months from the delivery of each such negative of each motion picture.

(g) Delivery of a negative of a motion picture under said contract shall be construed to be complete upon the presentation of a full set of shipping documents of each negative at the Bank of Bankers selected by UNITED,

(h) In which the aforesaid Credit of One Million Dollars ($1,000,000.) has been arranged by the said MR. GREENHILL or said FOREIGN CORPORATION.

SEVENTH:

(a) Said MR. GREENHILL and said FOREIGN CORPORATION shall keep and maintain true and accurate statements showing the items of each contract entered into for the exhibition of such motion pictures;

(b) Which said statements shall be furnished monthly by the said MR. GREENHILL or said FOREIGN CORPORATION to UNITED, and shall be accompanied with payments of all moneys due the owner of said picture, or UNITED;

(c) The aforesaid advance guaranteed payment shall be credited against the first moneys derived from each of such motion pictures, meaning and intending that all advances and guarantees made on account of each picture are to be credited against the earnings of that particular picture;

(d) And not against any other moneys due, or to become due, the owner of such picture or UNITED on account of receipts of other pictures;

(e) Each picture being separate and independent, and not to be, in any manner, involved with any other picture.

EIGHTH:

(a) MR. GREENHILL and said FOREIGN CORPORATION shall keep true and accurate books of account of the items of all business transactions growing out of the marketing, distribution and releasing of the motion pictures covered by this and any other agreement in any wise relating hereto, in the office of the FOREIGN CORPORATION in the City of London, which shall be open for the inspection, at all times, by any persons interested in this contract, whether it be UNITED or

any artist distributing pictures through UNITED, or their duly authorized or accredited representative or representatives.

(b) And said FOREIGN CORPORATION shall provide quarterly statements audited by certified public accountants, reasonably satisfactory to UNITED, showing the receipts of each and every picture covered by this and the co-related contracts and send same to UNITED promptly after the receipt of said statements from such accountants.

NINTH:

(a) UNITED agrees not to authorize the marketing, distribution or release for exhibition purposes of any motion picture covered by this agreement with MR. GREENHILL and the FOREIGN CORPORATION, or by the several contracts with the individual owners whose pictures are marketed and turned to account by UNITED, except as otherwise herein provided, in any part of the world except by and through the said MR. GREENHILL or the FOREIGN CORPORATION for and during the continuance of the life of this agreement;

(b) Reserving and excepting always, for all purposes, the marketing, distribution and release of said motion pictures by UNITED in the United States of America, the Insular Possessions of the United States of America, excepting the Philippine Islands, the Dominion of Canada, North America and South America.

TENTH:

(a) UNITED hereby represents to MR. GREENHILL and said FOREIGN CORPORATION that there are now available for marketing, distribution and releasing in the foreign territory

contemplated by this contract, the following motion pictures, which are now being marketed by UNITED in the territory specially reserved and excepted to UNITED in the preceding paragraph, to wit;

(a) DOUGLAS FAIRBANKS - "HIS MAJESTY, THE AMERICAN"
Designated in Canada as "ONE OF THE BLOOD"

(b) DOUGLAS FAIRBANKS - "WHEN THE CLOUDS ROLL BY"

(c) DOUGLAS FAIRBANKS - "MOLLYCODDLE"

(d) MARY PICKFORD - "POLLYANNA"

(e) MARY PICKFORD - "SUDS"

(f) "ROMANCE" - Produced at studio of DAVID W. GRIFFITH.

In all portions of the aforesaid foreign territory outside of the British Islands.

(g) The following pictures marketed in the United States of America and Dominion of Canada by the UNITED are specifically excepted from this contract, to wit;

"DOWN ON THE FARM" - which shall be covered by separate contract

"BROKEN BLOSSOMS" - By DAVID W. GRIFFITH

"LOVE FLOWER " - By DAVID W. GRIFFITH

ELEVENTH:

(a) It is agreed that the negatives of the aforesaid pictures shall be delivered according to the following schedule:

(b) "HIS MAJESTY, THE AMERICAN" - on or before the 15th day of January, 1921.

(c) "WHEN THE CLOUDS ROLL BY" - on or before the first day of November, 1920.

(d) "MOLLYCODDLE" - on or before the first day of February, 1921.

(e) "POLLYANNA" - on or before the first day of February 1921.

(f) "SUDS" - on or before the first day of December, 1920.

(g) "ROMANCE"- on or before the first day of November, 1920.

The guarantee on "ROMANCE" shall be follows: Fifty Thousand Dollars ($50,000) payable upon delivery of the negative and positive copy as herein before provided.

(h) "LOVE FLOWER"- on or before March 1st, 1921; In all parts of said foreign territory except the British Isles; guarantee to be $100,000. payable $62,500. when negative is delivered and balance within eighteen months from date of such delivery. In the event of David W. Griffith repurchasing "LOVE FLOWER" for the British Isles before said negative is delivered and before said picture is marketed or released in British Isles, then all of the foreign rights of said picture shall be included in this contract, and the aforesaid guarantee shall be $200,000. payable in the manner that such guarantee regarding other pictures is payable.

TWELFTH:

(a) As evidence of good faith on the part of MR. GREENHILL that he will carry out each and every obligation, promise and covenant on his part undertaken, and that the FOREIGN CORPORATION will be organized by him pursuant to this agreement;

(b) That the capital stock of said FOREIGN CORPORATION shall be subscribed and paid in within the time and in the manner, and to the extent, and under the conditions herein provided, and

(c) That said FOREIGN CORPORATION will execute the contracts contemplated herein, and

(d) That the aforesaid deposit of One Million Dollars ($1,000,000) will be made in the manner and in the form herein

provided with such Bank or Banks in the City of New York as UNITED may designate, and

(e) The said Mr. Greenhill hereby agrees to pay upon the execution and delivery of this agreement to UNITED, the sum of One Hundred Thousand Dollars ($100,000);

(f) Which sum of money UNITED agrees to deposit in the Guaranty Trust Company in the City of New York, in a special fund;

(g) Which said sum shall become a part of the aforesaid deposit of One Million Dollars ($1,000,000) upon satisfactory evidence presented to UNITED by MR. GREENHILL of his having complied with all of the obligations on his part herein undertaken.

THIRTEENTH:

In the event that the said MR. GREENHILL shall fail to faithfully comply with and fully perform each and every of the obligations and covenants herein undertaken, the said One Hundred Thousand Dollars ($100,000.) shall become and remain the absolute property of UNITED, not as a penalty but as liquidated damages.

FOURTEENTH:

(a) MR. GREENHILL, on behalf of himself and on behalf of the FOREIGN CORPORATION does hereby grant to the UNITED an option to purchase one thousand (1000) shares of common stock at 1 pound (£ 1) per share, said option to be executed within (6) months from the date hereof, and by a written notice sent by registered letter and addressed to MR. GREENHILL at his New York office, to wit, 78 Broad Street, in the City, County and State of New York, and upon the exercise

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of said option and the payment for the stock, MR. GREENHILL AGREES, on behalf of himself and the FOREIGN CORPORATION, that he will cause to be elected as a member of the Board of Directors of the FOREIGN CORPORATION for and during the full period of this contract, such person or persons as UNITED may be from time to time designate,

(b) So as to permit and provide that UNITED may have not less than one (1) representative on the Board of Directors of said FOREIGN CORPORATION.

FIFTEENTH:

(a) UNITED agrees to notify MR. GREENHILL and the FOREIGN CORPORATION by registered letter addressed to his aforesaid New York office, and the London office of the FOREIGN CORPORATION, when such office is established, (and MR. GREENHILL agrees to notify, in writing by registered letter, UNITED addressed to its New York office, the correct address of the London office of the FOREIGN CORPORATION immediately upon its organization),

(b) In any and every instance of any person or corporation with whom or with which UNITED may or shall enter into a contract,

(c) For the marketing, distribution and releasing of additional motion pictures for exhibition purposes,

(d) And upon the sending of any such notice as herein provided,

(e) All the terms, conditions and provisions of the contract designated as "EXHIBIT A", and made a part hereof,

(f) Shall become effective and binding between the FOREIGN CORPORATION and UNITED and the owner of any such picture,

(g) To the same full extent as if a specific contract covering the sole and exclusive right, license and privilege to market, distribute and release any such picture for the foreign territory were executed and delivered in the first instance by and between UNITED and the said FOREIGN CORPORATION;

(h) And said MR. GREENHILL agrees to procure from time to time the execution of written contracts on the part of FOREIGN CORPORATION running to UNITED, or any such person, firm or corporation whose pictures it may secure for distribution as aforesaid, obligating said FOREIGN CORPORATION to fullfill and perform the conditions and covenants herein undertaken;

(i) And in the event of the FOREIGN CORPORATION failing to execute such contract, then, upon the election of such artist and UNITED, all of the terms, conditions and provisions of this contract and of the individual contract attached hereto, shall become effective and binding relative to the motion pictures of such artist without the formal execution of such individual agreement.

(j) Nothing herein obligated MR. GREENHILL or the FOREIGN CORPORATION to acquire, pursuant to this contract, any motion picture which is not released by UNITED, pursuant to its contract, in the United States of America and Dominion of Canada, except as otherwise provided in the individual contracts herein referred to and described.

(a) UNITED agrees that the negative of each of the motion pictures involved in, or referred to, in this contract, and contemplated by UNITED to be distributed by FOREIGN CORPORATION for foreign distribution, shall be delivered to the FOREIGN CORPORATION within sixty(60)days after the release of each of such motion pictures in the United States of America by UNITED.

(b) That when said picture or pictures are delivered to the FOREIGN CORPORATION by the UNITED, as herein provided FOREIGN CORPORATION will make in the manner and form herein contemplated, initial payment on account of said guarantee for the use and benefit of the person,firm or corporation entitled to receive the same, for and during the period of the life of this contract.

SEVENTEENTH :

(a) Nothing in this contract, to the country notwithstanding;

(b) The scope, purpose and effect of this contract shall be,

(c) To construe and constitute the pictures of each artist or artists as separate and independent propositions,

(d) And shall not, in any manner, effect the contract or contracts of any other artist or artists.

(e) And if, for any reason, whatsoever, UNITED shall be unable to secure the delivery to MR. GREENHILL or the FOREIGN CORPORATION,

(f) Of any one or more of the picture or pictures of any individual artist or artists, such failures on the part

of UNITED shall not, in any manner, effect the integrity, continuity or obligations of the said MR. GREENHILL or the FOREIGN CORPORATION in respect to any other picture of pictures of any other artist or artists in this contract.

(g) And, it is specifically provided that any loss or or damage suffered by the said MR. GREENHILL or the FOREIGN CORPORATION by reason of any breach or default on the part of any artist or artists holding contractual relations with the said MR. GREENHILL or said FOREIGN CORPORATION, by virtue of this agreement, shall be held and chargeable against the particular defaulting artist or artists, and not against the UNITED or any other artist or artists holding contractual relations with UNITED who may have or shall have faithfully performed his, her or its contract with UNITED and said FOREIGN CORPORATION.

EIGHTEENTH:

Nothing in this contract shall be construed to bind or obligate UNITED or any person, firm or corporation holding contractual relations or obligations with UNITED at the present time to enter into the contract "EXHIBIT A" attached hereto, between UNITED and the FOREIGN CORPORATION, and any such person, firm or corporation, until such person, firm or corporation shall have delivered to Dennis F. O'Brien, Esq., as CUSTODIAN, the contract or contracts specifically provided for in Paragraph "FIFTH" of this contract.

NINETEENTH:

MR. GREENHILL, on behalf of himself and the FOREIGN CORPORATION, agrees that the FOREIGN CORPORATION will procure

a license to do business in the State of New York, and will maintain an office in the City, County and State of New York, for the transaction of its business with UNITED and several artists who will have entered into contracts, pursuant to this agreement, at all times during the period of those contracts; and will designate, pursuant to the laws of the State of New York, a proper person upon whom service can be made of legal papers in conformity with the laws of the State of New York.

TWENTIETH:

(a) The parties hereto evidence their understanding that MR. CHARLES CHAPLIN, hereinbefore referred to, has agreed in no way to include the license to market, distribute and lease for execution purposes the motion pictures which he has contracted to deliver to the UNITED in the UNITED STATES of AMERICA and Dominion of Canada, and there is no obligation on the part of the UNITED to procure such a contract between MR. CHARLES CHAPLIN and MR. GREENHILL, or the FOREIGN CORPORATION.

(b) MR. GREENHILL, on behalf of himself and on behalf of the FOREIGN CORPORATION, does hereby grant to said CHARLES CHAPLIN the right and privilege to include his pictures under the terms of this agreement and of the individual agreements hereinbefore referred to as "EXHIBIT A", at any time that he may so elect, during the period of this agreement, by said CHARLES CHAPLIN notifying the UNITED by registered letter sent to its New York office, and said UNITED agrees to

forthwith notify MR. GREENHILL and the said FOREIGN CORPORATION in the manner hereinbefore provided.

TWENTY-FIRST:

MR. GREENHILL, on behalf of himself and the FOREIGN CORPORATION, does hereby represent and warrant to the UNITED and the individual artists whose pictures are or may be included in this agreement, that no person or corporation has been the procuring cause of this contract, and that this contract and the individual contracts with the artists hereinbefore referred to, have been negotiated by himself and partly by his employee Benjamin P.Schulberg to whom he paid compensation, and that the alleged claim of said Benjamin P. Schulberg for services in being the procuring cause of the contract is without foundation in law or in fact; and MR. GREENHILL on behalf of himself and the FOREIGN CORPORATION, agrees to provide all evidence in his or its possession to defend such claim and to pay all reasonable expenses incidental to the defense of such claim, and to indemnify and hold harmless the UNITED and any of the individual artists who may be sued by said Benjamin P.Schulberg for compensation due him on account of services which he claimed to have performed relative to procuring this contract and the contracts that flow from same.

TWENTY-SECOND:

The period of this agreement between MR. GREENHILL or said FOREIGN CORPORATION, or both, on the one part, and UNITED on the other, is from the date hereof until September 1st,1922, but the license for marketing, distribution and

leasing of the various pictures covered by the contracts, shall be for the period of five (5) years from the date that each such picture is delivered to MR. GREENHILL or the FOREIGN CORPORATION, or both, except as otherwise set forth in the individual contracts herein described

TWENTY-THIRD:

This contract is binding upon the parties hereto, their heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the said MR. GREENHILL has affixed his hand and seal the day and year first above written, and UNITED ARTISTS CORPORATION has caused this instrument to be signed and its corporate seal to be affixed by order of the Board of Directors, the day and year first above written.

_____ (L.S.)

UNITED ARTISTS CORPORATION

By

_____

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EXHIBIT A

NOTE: -- This draft is intended to cover the pictures in which the individual artist will appear as star and also the pictures that may be produced by the individual artist as director, but it is not intended to permit of an artist whose reputation is that of a motion picture star to produce pictures as a director and not to appear in person, or for an artist whose reputation has been established as a motion picture director to appear in motion picture as a star and not to direct the same personally, and the privisions of the contract are to be read and interpreted in that sense.

MEMORANDUM OF AGREEMENT, made in duplicate (each copy to be considered for all purposes as an original), and entered into this day of A. D. 1920, by and between Rudy Mary D. of hereinafter designated as ARTIST, party of the first part, and , a corporation organized pursuant to the laws of England and having its principal place of business in the City of London, England, and legally registered to do business in the State of New York, and maintaining a New York office at City, County and State of New York, hereinafter designated as CORPORATION, party of the second part,

W I T N E S S E T H :

WHEREAS, Mary Pickford is well and favorably known to the theatre-going public because of his (her) extraordinary ability as an actor and photoplay artist (or director of motion pictures or photoplays,) and the name of Mary Pickford has been extensively advertised throughout parts of the world where motion picture attractions in which said ARTIST has appeared or which have been produced under the supervision or direction of said ARTIST, have been exhibited, and the trade name and goodwill of said ARTIST are of great value; and

WHEREAS, said ARTIST has entered into a contract with UNITED ARTISTS CORPORATION, a corporation organized pursuant to the laws of the State of Delaware, having its principal place of business at 729 Seventh Avenue, New York City, pursuant to which said ARTIST agrees to produce a series of so-termed SPECIAL FEATURE PHOTOPLAYS for and during the period of his agreement with said UNITED ARTISTS CORPORATION, and has granted to said UNITED ARTISTS CORPORATION the exclusive right, license and privilege to exploit, market and turn to account and to exhibit and distribute or cause to be exhibited and distributed said photoplays in the United States of America, Alaska, the Dominion of Canada and Newfoundland; and

WHEREAS, said CORPORATION is desirous of acquiring from said ARTIST the exclusive right, license and privilege to exploit, market and turn to account and to exhibit and distribute or cause to be exhibited and distributed such photoplays in all parts of the world save and except the United States of America, the Dominion of Canada, North America, South America and the insular possessions of the United States of America (excluding the Philippine Islands); and

WHEREAS, said ARTIST is desirous of granting unto the CORPORATION the exclusive right, license and privilege to exploit, market and turn to account and to exhibit and distribute, or cause to be exhibited and distributed the aforesaid series of photoplays in the aforesaid foreign territory for the period and in the manner and upon the terms and pursuant to the conditions and provisions hereinafter more particularly set forth,

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants herein contained, and for the

further consideration of the sum of One Dollar ($1.00) each to the other in hand paid, the receipt whereof is hereby acknowledged, and of other artists mentioned in an agreement of even date herewith executing and delivering that contract with said ARTIST,

IT IS AGREED by and between the parties hereto as follows:

F I R S T :

PRODUCTION OF PICTURES

(a) Said ARTIST agrees to provide, at his own expense, (including all taxes imposed upon or affecting the negatives) the CORPORATION with a series of at least three (3) special features motion picture photoplays in which said ARTIST personally agrees to portray the leading character or role or personally to direct such photoplays to be known as " Mary Pickford SERIES OF PHOTOPLAYS", per year, beginning with the first photoplay that said ARTIST has portrayed the leading character or role in or has directed, which photoplay has been or will be released for exhibition purposes by the UNITED ARTISTS CORPORATION in the United States of America (the date of the delivery of said first photoplay to be determined by said ARTIST, who shall give written notice of such date to said CORPORATION of at least four weeks prior to such date), for and during the period of the next ensuing three (3) years, totaling at least nine (9) such feature photoplays within such period, to consist of one (1) negative of each photoplay and one complete positive copy of each such motion picture, as each photoplay is to be exhibited in the United States of America, such photoplays to be of the same high class as to photograph, acting

and direction as the photoplays said ARTIST has appeared in during the past two (2) years, and to unfold an entertaining story and to consist of between three thousand five hundred (3,500) and eight thousand (8,000) lineal feet, the leading role in each of such photoplays to be portrayed or to be personally directed by said ARTIST; and one negative and one positive copy are to be delivered by said ARTIST in the following manner: By notifying in writing, by registered mail or telegram, said CORPORATION at its New York and London offices at least four (4) weeks in advance of the date when said ARTIST is prepared to deliver the aforesaid copies of each photoplay. Whereupon said CORPORATION shall provide said ARTIST with written directions where to send, at the expense of said CORPORATION, the aforesaid copies of the aforesaid photoplays, and said ARTIST shall agree to comply promptly with said directions.

(b) Said ARTIST agrees to provide the said CORPORATION with a positive copy of the still plates that said ARTIST will cause to be made for the advertising purposes of such photoplays, and such positive copies may be used by said CORPORATION for publicity and advertising purposes and are to be returned to said ARTIST in the same manner and subject to the same conditions as cover and affect the negatives and positive copies of such photoplays, as in this contract provided.

The delivery of each of the aforesaid photoplays and positive copies of the still plates is conditioned upon the payments and conditions herein set forth.

(c) The title of the negative and positive copies and

still positives delivered to or procured by the CORPORATION pursuant to this contract, for the purposes of this contract, shall remain in said ARTIST, subject to the rights of the CORPORATION as set forth in this agreement, and each negative and positive copy of each photoplay and still positives, or so many as are then in existence, shall be returned to said ARTIST by the CORPORATION five (5) years from the date of release for exhibition purposes of the positive copies of each of such photoplays in the United States of America, at the last address provided said CORPORATION by said ARTIST, or such other place as the ARTIST may direct in writing to the CORPORATION at least thirty (30) days prior to the expiration of said five (5) year period.

(d) All other rights in and to the literary composition of each of said photoplays, and in and to the said photoplays themselves, except such rights as are specifically granted to said CORPORATION by said ARTIST pursuant to this agreement are reserved and withheld by said ARTIST.

S E C O N D :

LICENSE TO MAKE MOTION PICTURE COPIES

(a) Said ARTIST does hereby grant, and by these presents has granted unto the CORPORATION the right to make, or cause to be made, such additional positive copies of each of such photoplays as in the judgment of said CORPORATION may be necessary properly to market and turn to account each of the aforesaid photoplays in all the territory hereinbefore described during said respective five (5) year periods. The CORPORATION shall inform said ARTIST of the number of such additional

positive copies of each photoplay so made and in use and where such copies are located. The cost of such additional copies is to be paid by the CORPORATION and is not in any way to be deducted from the compensation due or to become due said ARTIST or the UNITED ARTISTS CORPORATION. Said ARTIST does further grant and by these presents has granted to the CORPORATION the exclusive right and privilege to market and turn to account and to exhibit and distribute or cause to be exhibited and distributed the aforesaid photoplays, including all positive copies in all the territory hereinbefore described for and during the respective five-year periods, hereinbefore described.

(b) All replacements of positive copies or parts of same shall be paid for by the CORPORATION, and no duduction because of such shall be made in the compensation due or to become due said ARTIST or the UNITED ARTISTS CORPORATION.

T H I R D

ADVERTISING

(a) The name of Mary Pickford shall receive "chief prominence" (and by "chief prominence" is meant that his name shall be in larger letters than, and at least twice the size of, any other part of the subject matter in which his name appears), in all advertising and literature used in connection with the exploiting of said photoplays by said corporation, and the name of no other person shall appear in connection with the advertising and exploiting of each of said photoplays except as directed by said ARTIST, except the name of the CORPORATION and the name of the theatre in which the photoplays will be exhibited.

All such advertising and literature shall be submitted to the ARTIST or his duly constituted agent, who shall have a place at or in the Borough of Manhattan, City of New York, for his written approval, such approval not to be unreasonably withheld or delayed. In the event of such approval, or refusal to approve, not being given within three (3) days of the date of delivery of such advertising or literature at such office, then the CORPORATION may use the advertising and literary material so submitted or other advertising and literary matter substantially similar.

(b) The CORPORATION shall supply exhibitors with first class lithographs in one or more colors with each photoplay at a reasonable price, in such quantities as may be required by the exhibitor, the general character of the aforesaid lithographs to be submitted to the ARTIST or his duly constituted agent, who shall have a place at or in the Borough of Manhattan, City of New York, for his written approval, such approval not to be unreasonably withheld or delayed. In the event of such approval, or refusal to approve, not being given within three (3) days of the date of delivery at such office, then the CORPORATION may use the lithographs so submitted or others substantially similar. Such lithographs shall be supplied to the exhibitor by the CORPORATION at cost, plus a reasonable percentage of profit. The ARTIST reserves the right to designate the person or corporation who is to manufacture such lithographs, subject, however, to his exercising his said right by notifying the CORPORATION, at the time of or prior to the delivery of the negative and positive copies of the photoplay for which the lithographs are to be made.

(c) The press matter provided and cirulated by the CORPORATION relative to such photoplays shall be submitted to the ARTIST or his duly appointed agent who shall have a place of business in the Borough of Manhattan, City of New York, for his written approval, such approval not to be unreasonably withheld or delayed. In the event of such approval, or refusal to approve, not being given within three (3) days from the date of delivery of the same at such office, then the CORPORATION may use the material so submitted or material substantially similar.

(d) It is distinctly understood and agreed that after the photoplay is delivered to the CORPORATION, no changes, interpolations, modifications, additions or eliminations of any kind shall be made in any photoplay or any part thereof (this includes title and subtitles), except such as may be reasonably required to translate the titles and subtitles into the language of the particular country in which such photoplays are to be exhibited, and except such changes as the CORPORATION may be forced to make by a duly constituted Board of Censors, and each photoplay shall always be exhibited in the same order, arrangement, sequence and manner as when delivered to the CORPORATION by the ARTIST. The CORPORATION shall not permit the exhibition of any photoplay delivered hereunder by any theatre owner or exhibitor except in the way and manner in this paragraph provided for, and all releasing contracts of the CORPORATION shall be so drawn as to protect the ARTIST in this particular, and in such contracts it shall be provided that the photoplay shall only be exhibited in the order, arrangement, sequence and manner as was the negative of such photoplay when it was completed and delivered by the ARTIST to

the CORPORATION. The CORPORATION hereby guarantees that it will, at its own expense, enforce these said provisions of its releasing contracts with the exhibitors.

(e) It is agreed by the parties hereto that the motion pictures and photoplays of the ARTIST enjoy universal popularity in the so-termed "Motion Picture World", and to maintain the same it is essential that the aforesaid series of photoplays be exhibited in the largest number of motion picture theatres obtainable, and to be marketed in a fair manner and free from unfair methods in business; hence - the CORPORATION agrees that all leases or licenses to use positive copies of each of said photoplays shall be made separate and apart from the leases or sales of other motion pictures or photoplays, and used in no way to influence the license, lease or sale of other pictures of photoplays, and the right, license or privilege to exhibit such motion pictures or photoplays shall not be denied any person or persons, firm or corporation exhibiting motion pictures or pnotoplays who is willing to pay a proper rental consideration for such a license or privilege, except in such theatres which would be in direct competition with the theatres for which contracts have already been made to exhibit such photoplays, or such theatres which do not regularly exhibit so-termed first class feature photoplays or do not represent first class theatrical entertainment, and subject also to the right of the CORPORATION to grant reasonable territorial and time privileges in connection with the exhibition of the photoplays in question in favor of the theatre or theatres selected by the CORPORATION to exhibit the photoplays in the immediate locality in question, as against any other theatre or theatres in the same locality.

(f) Said CORPORATION agrees to use its best efforts

to market the aforesaid photoplays upon a basis of the sharing in the gross receipts derived from the exhibition of each of such photoplays in the particular theatre in question in cities where the photoplays of such ARTIST had been heretofore exhibited for periods of a week or more and for as long a period in such theatres as the patronage of said theatre will reasonably warrant, consistent with the proper financial returns to said CORPORATION and to said distributor.

(g) The ARTIST reserves the right to designate a representative or representatives, at ~~his~~ Her own expense, in any or all of the various offices of said CORPORATION for the purpose of approving of the various contracts pertaining to the exhibition of such photoplays; no contract disapproved by such agent shall be made by said CORPORATION unless approved by the ARTIST.

(h) No agreement of franchise or territorial right for the use of any such photoplay shall be made or entered into by said CORPORATION without the written consent of said ARTIST or his agent first had and obtained.

F O U R T H :

All moneys derived from the license to use each of the aforesaid photoplays for exhibition purposes in foreign territory shall be divided and belong to the parties hereto as follows:

Sixty per cent. (60%) to said ARTIST, out of which said ARTIST agrees to pay to UNITED ARTISTS CORPORATION two per cent. (2%) as its compensation for the services rendered in procuring this contract and in the performance of its promises and obligations pursuant to the contract entered into by the UNITED

ARTISTS CORPORATION and MORRIS GREENHILL, residing at No.8 Water Lane, Ludgate, London, England, and having a New York City business address at No.78 Broad Street, City of New York, and dated the 29th day of July, 1930, and forty per cent. (40%) to said CORPORATION.

The aforesaid consideration shall include all receipts of every kind and character derived from the use of said photoplays by said CORPORATION or by the ARTIST through said CORPORATION, except from the sale of lithographs. The aforesaid consideration belonging to said ARTIST shall be paid or caused to be paid by the CORPORATION within four (4) weeks from the end of each week for which the consideration has been derived from the use of such photoplays, at the office of the UNITED ARTISTS CORPORATION in the City of New York or such other place in the City of New York as the ARTIST or owner of the photoplay may designate. All payments shall be accompanied by true and accurate statements showing the details of each rental, including the name of the theatre, the dates when exhibited and the rental or consideration paid for the use of the same.

F I F T H :

ILLNESS AFFECTING THE NUMBER OF PHOTOPLAYS

(a) Should the ARTIST, because of illness or injury to him or for any cause beyond his control, be unable to or fail to complete and deliver any of the minimum number of said series of photoplays to said CORPORATION, providing said CORPORATION will have complied with all of the material promises and obligations of this agreement on its part to be kept and performed, the number of such photoplays that said ARTIST agrees to deliver to said CORPORATION pursuant to this agreement shall be reduced in the

proportion that the number of weeks of such illness bears to the total period of three years.

(b) Should said ARTIST be permanently disabled or disfigured, so as to pervent his producing the character of photoplays covered by this agreement, this contract shall thereupon terminate and end, except as to photoplays already completed. Said ARTIST shall be thereupon relieved from further compliance with this agreement.

(c) Said ARTIST agrees that in the event of the CORPORATION violating any of the promises, covenants,and obligations of this agreement by the CORPORATION to be kept and performed, that the CORPORATION will have thirty (30) days in which to rectify such violation and comply with this contract after receiving notice to that effect by registered letter sent by said ARTIST or his representative to the principal offices of the CORPORATION located in New York City and in the City of London, and to Charles Chaplin, David W. Griffith and Mary Pickford, or so many of them as are then producing motion pictures which are being distributed by the CORPORATION, addressed to their respective business offices in either the City of New York or the City of Los Angeles, California; and until after the expiration of said thirty (30) days the CORPORATION shall not be deemed to be in default.

S I X T H :

(a) The CORPORATION does hereby purchase and acquire, and by these presents has purchased and acquired from said ARTIST the exclusive right, license and privilege to market, turn to account, exhibit, distribute or cause to be exhibited or distributed for exhibition purposes, the aforesaid series of at least three (3) photoplays per year for the aforesaid period of three (3) years

such license to continue for the aforesaid period of five (5) full years from the date of the delivery of the negative of each of such pictures to the said UNITED ARTISTS CORPORATION, pursuant to all the terms, provisions and conditions in this contract and the aforesaid contract between the UNITED ARTISTS CORPORATION and said MORRIS GREENHILL set forth.

(b) The CORPORATION agrees, with reasonable dispatch, to establish, maintain and operate first class exchanges in all portions of the world covered by this agreement, for the sole and exclusive purpose of marketing, distributing and releasing the motion pictures covered by this agreement and the aforesaid agreement between said UNITED ARTISTS CORPORATION and said MORRIS GREENHILL.

(c) The CORPORATION agrees that the release date for exhibition purposes in the English speaking countries of the aforesaid territory covered by this agreement shall be within six (6) months of the delivery of each such negative of each such photoplay, and in the other parts of the world, within one (1) year of the delivery of each such negative of each such photoplay.

(d) The parties hereto agree that any waiver by said ARTIST or the CORPORATION of any breach of any kind or character whatsoever by the other, whether such waiver be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this contract on the part of the other, and particularly as regards the making and delivery of the statements and of the keeping of the accounts, and of the delivery of the photoplays herein provided.

(e) The CORPORATION agrees to keep true and accurate books of account of the items of all business transactions regarding the marketing, distributing, exhibiting and releasing for exhibition purposes of each of the aforesaid motion pictures or photoplays covered by this agreement, in the office of the said CORPORATION in the City of London, which shall be open for inspection at all times by said ARTIST or a representative of the UNITED ARTISTS CORPORATION or his or its duly authorized and accredited representative, and shall provide quarterly statments, audited by certified public accountants reasonably satisfactory to the UNITED ARTISTS CORPORATION, showing the receipts of each and every picture covered by this agreement, and shall send same to the UNITED ARTISTS CORPORATION at its New York office for its benefit and the benefit of said ARTIST promptly after the receipt of such statement s from such accountants.

SEVENTH:

(a) Said CORPORATION and said ARTIST agree that this contract is personal in respect to each of the parties hereto, and that neither can assign the same or permit the same to be transferred by involuntary act, by operation of law or otherwise, without the written consent of the other first had and obtained; nothing herein contained, however, shall prevent the ARTIST from assigning this contract after said ARTIST will have completed and delivered to the CORPORATION the photoplays herein provided, subject, however, to the ARTIST remaining liable as principal upon said contract.

(b) The CORPORATION, however, consents that this agreement may be assigned by the ARTIST to a corporation or

copartnership, provided such assignment shall be evidenced by an instrument in writing duly executed under seal and acknowledged by the assignee, and be delivered to the CORPORATION , wherein and whereby such assignee shall accept and assume all the terms and covenants of this agreement, to be kept and performed by the said ARTIST and become personally bound to comply therewith. The consent to such proposed assignement shall not release said ARTIST from any of the terms, covenants and conditions in this agreement contained; and in the event of such assignment, said ARTIST agrees to direct personally the production of each photoplay or to personally portray and represent the star and leading role in each photoplay, and to continue liable as principal jointly and severally with such corporation or copartnership as to all the terms and covenants hereof and for any default in the faithful performance of this agreemant by such assignee and himself or either of them.

E I G H T H :

(a) The CORPORATION agrees that the ARTIST may produce and deliver the aforesaid photoplays at such times as to him may seem desirable, provided the negative and positive copies of the first of the aforesaid photoplays be delivered to said CORPORATION on or before the 1st day of December 1920, and the remainder not less than two (2) nor more than six (6) months from the date of the delivery of the last photoplay, except as otherwise provided.

(b) Said ARTIST agrees that the services said ARTIST shall render pursuant to which the CORPORATION shall

benefit, under the provisions of this agreement, are special, unique and extraordinary and the same cannot be replaced, and because of such and for the consideration paid and to be paid said ARTIST pursuant to this agreement, said ARTIST agrees not to render any services either as producer of motion pictures where ~~his~~ her name may be used in any manner pertaining to the marketing, exhibiting and turning to account of such motion picture, or as an actor in the production of said motion picture to or for any person, persons, firm or corporation relative to the making of motion pictures or photoplays from the period beginning from the time he has or will have commenced to produce his first photoplay covered by this agreement and continuing for three (3) full years from that date, or until this contract is legally terminated. It is agreed that said ARTIST may supervise and be or become interested in other motion picture productions than those covered by this agreement, provided his name is not used or advertised in any manner in connection with such motion pictures, and provided such do not prevent said ARTIST from making at least three (3) motion pictures per year to be marketed by said CORPORATION as herein provided; and that an injunction shall issue to restrain the ARTIST from any violation of this agreement on his part, such injunction being necessary to protect and preserve the rights of the CORPORATION and to prevent irreparable damage. Nothing herein contained shall prevent the said ARTIST from using his name in the exploiting and turning to account of the motion pictures produced prior to his beginning to produce motion pictures to be marketed and turned to account

by said CORPORATION pursuant to the provisions of this agreement.

(c) The CORPORATION agrees that said ARTIST may produce, if said ARTIST so elect, not more than one so-termed unusual or special motion picture per year of at least ten thousand (10,000) lineal feet in length, and such motion picture shall not be included or covered by this agreement, provided the production of such motion picture does not prevent said ARTIST from producing at least three (3) of such series of photoplays as is herein provided; and such unusual or special motion picture shall not be released for exhibition purposes until said ARTIST shall have delivered the minimum number of his photoplays to said CORPORATION for and during the year in question.

And provided further that in releasing or exhibiting each such unusual or special motion picture, the ARTIST shall provide by his releasing or exhibiting contracts that the admission to be charged by any exhibitor shall be at least 50% more than the usual and customary prices of admission in that particular motion picture theatre in whic h the photoplay is being exhibited. Such unusual or special motion picture may be exhibited in any legitimate theatre by the ARTIST without increase in prices above the customary prices of such legitimate theatre.

N I N T H :

(a) The CORPORATION agrees properly to care for the negatives, in fire-proof vaults, of the aforesaid series of photoplays, except at such times as it is necessary

to have them removed for the purpose of making prints of the same, and to return such negatives and all positive copies and still copies then in existence upon the expiration of the respective period of the license of each of such photoplays or the sooner termination of this contract, to said ARTIST, the negatives to be in the same condition as when delivered, subject to reasonable wear and tear occasioned by usage. Should said CORPORATION be unable to return any of the negative or positive copies or still plates because of loss through their own destruction or because of any act beyond the control of said CORPORATION or its employees, it shall provide in lieu thereof reasonably satisfactory proof of such loss or destruction to said ARTIST.

T EN T H :

INFRINGEMENTS

(a) Said ARTIST agrees to indemnify and hold harmless the CORPORATION on account of and against any claims, demands or suits which may be made or brought by third parties questioning the right, license and privilege of said CORPORATION, its exchanges, members and licensees to use such photoplays in the full exercise of the rights hereto granted or purported to be granted to the CORPORATION by said ARTIST, and said ARTIST agrees to join in and conduct the defense of any such claim or litigation.

(b) The CORPORATION agrees promptly to begin and prosecute all actions necessary to enjoin and prosecute any unlawful use of said photoplays or the infringement of the copyright thereof within the territory covered by this agreement.

E L E V E N T H :

Said ARTIST does hereby constitute and empower the CORPORATION as attorney in fact to procure, and said CORPORATION does agree to procure, copyrights in such countries of the aforesaid territory where said copyrights are procurable, in the name of said ARTIST and at the expense of the CORPORATION.

T W E L F T H :

CENSORSHIP CLAUSE

Should any legally constituted Boardof Censors in the aforesaid foreign territory, having power and authority to prevent the circulation or distribution of photoplays, condemn or prohibit the exhibition of any such photoplay or require the excision of any substantial portion of such photoplay, the ARTIST agrees to replace or rearrange such portion of any such photoplay so condemned with reasonable promptness, if same be practical and desirable, the opinion of said ARTIST to be final in said matter.

T H I R T E E N T H

(a) The CORPORATION agrees to cause to be arranged on or before December 1, 1920, and prior to the delivery of the first photoplay herein provided for, or agrees that it has already arranged for an irrevocable banker's letter of credit in a sum not less than One Million Dollars ($1,000,000) in money of the United States of America, with such bank or bankers in the City of New York as said UNITED ARTISTS CORPORATION may determine.

(b) Said sum of One Million Dollars ($1,000,000) is to be maintained as hereinafter more particularly described, as security for the faithful performance on the part of said MORRIS GREENHILL or said CORPORATION, or both, of each and every obligation, promise and covenant on the part of the said MORRIS GREENHILL or said CORPORATION, or both, undertaken, and as security for this contract and such other contracts as have been or may be entered into by said CORPORATION and any artist or owner of photoplays pursuant to the aforesaid contract between said UNITED ARTISTS CORPORATION and MORRIS GREENHILL.

(c) And said CORPORATION agrees to pay promptly any sum or sums of money that may become due to said UNITED ARTISTS CORPORATION or said ARTIST or the individual artist whose pictures are or may be included in the aforesaid agreement between UNITED ARTISTS CORPORATION and said MORRIS GREENHILL, so that the aforesaid letter of credit of One Million Dollares ($1,000,000) will be continually kept intact and undiminished for the purposes of the aforesaid contracts and the benefit of all parties concerned therein.

F O U R T E E N T H :

The CORPORATION does hereby guarantee, and by these presents has guaranteed, to said ARTIST a minimum return of not less than Two Hundred Thousand Dollars ($200,000) ~~(in the case of the pictures of Mary Pickford or Charles Chaplin the minimum return shall be Two Hundred Twenty-five Thousand Dollars ($225,000)~~ for and during the period of the license to market, distribute and release for exhibition purposes each of such pictures. Said guarantee shall be paid by the CORPORATION

to the ARTIST as follows:

One Hundred Twenty-five Thousand Dollars ($125,000) upon the delivery of each negative of each motion picture as in the contract provided, and the balance of said guarantee within eighteen (18) months from the delivery of each negative of each such motion picture. The delivery of the negative of the motion pictures under said contract shall be construed to be complete upon the presentation of a full set of shipping documents at the bank or bankers selected by the UNITED ARTISTS CORPORATION at which the aforesaid credit of One Million Dollars ($1,000,000) has been arranged by said CORPORATION.

The payment of said guarantee shall be made to said ARTIST or to the UNITED ARTISTS CORPORATION at such bank or bankers at the times herein designated. The aforesaid advance guarantee payments shall be credited against the first moneys derived from each of such motion pictures, meaning and intending that all guarantees made on account of each motion picture are to be credited against the earnings of that picture and not against any other moneys due or to become due the said UNITED ARTISTS ARTISTS CORPORATION on account of the receipts of any other motion picture or photoplay; each motion picture or photoplay is to be separate and independent and in no manner involved in the guarantee, payments or earnings of any other motion picture or photoplay.

F I F T E E N T H :

The CORPORATION agrees to keep the negative of each photoplay insured for the benefit of said ARTIST for and during the period of this agreement and will pay the cost of such insurance.

S I X T E E N T H:

The CORPORATION agrees to procure a license to do business in the State of New York and to maintain an office in the City, County and State of New York for the transaction of its business with said UNITED ARTISTS CORPORATION, this ARTIST and the other artists who will have entered into contracts pursuant to this agreement, at all times during the period of this and those contracts, and will designate a proper person upon whom service can be made of legal papers, in conformity with the laws of the State of New York,

S E V E N T E E N T H :

The parties hereto agree that this agreement shall be construed as in no sense a copartnership between the parties hereto, and that either shall have no authority to bind the other as his representative in any way, shape or form, except as specifically provided in this agreement for the purpose of marketing, exploiting and turning to account the aforesaid photoplays in the particular territory covered by this agreement.

E I G H T E E N T H :

The parties hereto agree that should there by any conflict between the provisions of this agreement and the provisions of the aforesaid agreement between U NITED ARTISTS CORPORATION and MORRIS GREENHILL, the provisions of this agreement regarding such conflict shall prevail.

N I N E T E E N T H:

The parties hereto agree that in the event of the ARTIST producing a photoplay of ten (10) or more reels which is released

to the exhibitors for exhibition purposes in the United States of America by the UNITED ARTISTS CORPORATION in two parts, then and in that egent the said negative of such photoplay shallbe treated as two separate productions, deliverable simultaneously upon the terms as aforesaid, and be construed as two separate productions as regards guarantees and in all other particulars, and be subject to the terms and conditions of this contract as if said photoplay were two photoplays based ypon separate and distinct themes or stories.

T W E N T I E T H:

The ARTIST agrees that nothing herein obligates the CORPORATION TO acquire, pursuant to this contract, any motion picture of said ARTIST which is not released by said UNITED ARTISTS CORPORATION pursuant to its contract with said ARTIST, in the United States of America and the Dominion of Canada.

T W E N T Y - F I R S T :

This contract and the aforesaid contract between MORRIS GREENHILL and UNITED ARTISTS CORPORATION are made pursuant to and shall be construed in accordance with the laws of the state of New York and the United States of America.

T W E N T Y - S E C O N D :

This contract is binding ypon the parties hereto, their respective heirs, legal representatives and assigns, except as hereinbefore provided.

IN WITNESS WHEREOF the parties to this agreement have executed the same the day and year first above written.

_____ L.S.

By

_____ L.S.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

State of :
County of :ss:
City of :

on this day of 1920, before me personally came and appeared to me known and known to me to be the individual described in and who executed this instrument, and he duly acknowledged to me that he executed the same.

State of :
County of :ss:
City of :

On this day of 1920, before me personally came and appeared to me known, who by me being duly sworn did depose and say that he is of , the corporation sedcribed in and which executed the foregoing instrument; that he knew the corporate seal of said corporation; that the seal attached to said instrument was such corporate seal; that it was so attached by order of the Board of Directors and that he signed his name thereto by like order.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

United Artists Corporation
729 Seventh Avenue
New York

BRYANT 1774

Report of Treasurer for Four Weeks July 3 to July 31, 1920.

Cash in Banks July 3, 1920.		
Central Union Trust Co. 80 Broadway, N.Y.C.		$115,947.78
The Dominion Bank, Toronto, Canada		43,578.01
Various Accessory Banks		10,389.95
Total		$169,915.74
Receipts for the Period:		
Film Rentals-excl. of war tax-		
His Majesty the American	$ 3,630.73	
When the Clouds Roll By	5,508.73	
Mollycoddle	47,004.26	
Fourth Fairbanks	5,500.00	
Pollyanna	11,676.72	
Suds	57,300.34	
Third Pickford	7,500.00	
Broken Blossoms	2,754.59	
Romance	15,137.07	
The Love Flower	11,513.00	
Down on the Farm	17,877.48	
Total	$185,402.92	
Sale of English rights to Romance	17,993.81	
War Tax	8,557.93	
Accessories	11,190.67	
Protested Checks Recovered	4,091.92	
Metropolitan Opera House, Phila.	1,382.36	
Return of Contingent Fund Advances	1,965.34	
Miscellaneous Receipts	2,394.50	232,979.45
		$402,895.19

Report of Treasurer for Four Weeks July 3 to July 31, 1920, Continued.

Disbursements for the Period:		
Miss Mary Pickford:		
Pollyanna	$ 27,456.66	
Suds	25,000.00	
Censoring, Duty, McGaffey, etc.	1,273.70	$ 53,730.36
Douglas Fairbanks:		
His Majesty the American	3,792.46	
When the Clouds Roll By	9,430.60	
Mollycoddle	36,382.00	
Censoring, Duty, Robinson, etc.	2,257.83	51,862.89
Romance		650.44
Broken Blossoms		1,410.62
Way Down East		500.00
Down on the Farm		5,251.70
Contingent Fund Advances		1,650.00
War and Other Taxes		12,001.13
Reduction of Romance Note		31,776.94
Purchase of Accessories		17,572.00
Depot Operating Expenses		27,143.86
Home Office Expenses		20,280.48
Compensation of General Manager		4,156.75
Furniture and Fixtures		1,266.65
Refunds on Contracts		2,451.91
Majestic Theatre, Boston		2,000.00
Protested Checks		2,216.59
Miscellaneous		809.11
Total		236,731.43
Cash in Banks July 31,1920		$166,163.76
As follows:		
Central Union Trust Co.,	$109,775.92	
The Dominion Bank	47,263.98	
Accessory Banks	9,123.86	166,163.76

Post Dated Checks, July 31,1920.

His Majesty the American	168.75
When the Clouds Roll By	413.75
Mollycoddle	9,544.01
Pollyanna	1,471.03
Suds	16,986.55
Broken Blossoms	296.25
Romance	7,026.63
Down on the Farm	2,586.03
The Love Flower	4,627.00
	$43,120.00

W M Rogers

Treasurer

July 31st 1920.

Mr. Charles Counselman,
112 West Adam Street,
Chicago, Ill.

Dear Mr. Counselman:

In reply to your favor of the 29th inst., beg to advise that it will be convenient for us to hold a Directors meeting on Wednesday at the Studio, at any hour you may suggest on your arrival here. At which time we will be able to take up the matter as you suggest.

With best regards, I remain

Very truly yours,

AHTB:MD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Gooch

_C_O_P_Y_

- - - - - - - - - - - - - - - - - - - -

VOTING TRUST AGREEMENT

-of-

EPOCH PRODUCING CORPORATION

- - - - - - - - - - - - - - - - - - - -

AGREEMENT made this 31st day of July, 1920, between all the Stockholders of the EPOCH PRODUCING CORPORATION, who shall become parties to this agreement by signing the same, hereinafter called "Stockholders", party of the first part, and HARRY E. AITKEN and DAVID W. GRIFFITH, hereinafter called the "Voting-Trustees", parties of the second part, and TITLE GUARANTEE & TRUST COMPANY, hereinafter called the "Depository", party of the third part:

W I T N E S S E T H :

WHEREAS, that heretofore and on the 31st day of July, 1915, a voting trust agreement was entered into by and between David W. Griffith, H.E. Aitken and R. E. Aitken, as stockholders of the EPOCH PRODUCING CORPORATION, as parties of the first part with David W. Griffith and H.E. Aitken as voting trustees, parties of the second part, with the Title Guarantee & Trust Co. as the Depository, party of the third part, and

WHEREAS, said David W. Griffith as stockholder, has heretofore duly sold and assigned his stockholdings as represented by voting trust certificate of the Epoch Producing Corporation to the D. W. G. Corporation, a Delaware Corporation, which Corporation is now the owner and holder of said voting trust certificate, and

WHEREAS, said voting trust agreement will expire on the 31st day of July, 1920, and all the stockholders who have signed said voting trust agreement and/or who are holders of said voting trust certificates desire to extend said voting trust agreement for a further period of five (5) years from the date hereof for their benefit and for the

benefit of all the stockholders of the Epoch Producing Corporation who may become parties to this agreement.

NOW, THEREFORE, this agreement made in consideration of the mutual covenants contained in the aforesaid voting trust agreement under date of the 31st day of July, 1915, and of the mutual covenants herein contained:

W I T N E S S E T H :

That each party hereto of the first part holding for the voting trust certificates shares of the capital stock of the Epoch Producing Corporation to the number set opposite their respective names as hereunto respectfully subscribed hereby severally agree and consent that the aforesaid voting trust agreement be and the same hereby is extended for a further period of five (5) years from the 31st day of July 1920 to and until the 31st day of July 1925, pursuant to all the terms and conditions contained in the aforesaid voting trust agreement under date of the 31st day of July 1915, and that this agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the several parties hereto have hereunto set their hands and seals the day and year first above mentioned, and the voting trustees have hereto set their hands and seals in token of their acceptance of the continuance of the voting trust hereby accepted.

NAMES	SHARES
Harry E. [illegible]	1155

Ray E. Aitken 681
By H.E. Aitken attys-fact
D. W. G. Corporation 180
by Albert W. Banghart
Pres

Harry E. Aitken

D. W. Griffith

Voting Trustees.

T.A.S.

TITLE GUARANTEE & TRUST COMPANY
By C. H. Kelsey,
President.

DEPOSITARY

J. Murray Beardsley
SECRETARY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH LABORATORY
Mamaroneck, New York.

Report of operations for month of July, 1920.

Eastman Positive Stock

June 28	Amount of positive in vault - - -	137731		
	Less transferred to "Belgian stock" account - - - - - - - -	69231		
	Net Eastman positive - - - - - - - - - -		68500	
	Received during July			
	July 3 - Shipment - - - - -	100075		
	" 15 - " - - - - -	100000		
	" 17 - " - - - - -	100000		
	" 28 " " - - - - -	100213	400288	
	Total Eastman positive - - - - - - - - - - -			468788
	Issued to Printing Room - - - - -	377170		
	" " Title Room - - - - -	4743		
	" "Kershaw (Sale) - - - - -	2000		
	Total issued (Vouchers 26 to 70 inc) - - -			383913
July 31	Balance of Eastman positive in vault - - - - - - -			84875

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Belgian Positive Colored Stock

June 28	Amount of Belgian stock in vault - - - - -		69231	
	Received during July			
	July 17 - Shipment - - - - -	59360		
	" 26 - " - - - - -	21950		
	" 30 - " - - - - -	123825	205135	
	Total Belgian colored positive stock - - - -			274366
	Issued to Printing Room (Vouchers 1 to 38 inc) -			129695
July 31	Balance of Belgian positive in vault - - - - - -			144671

D. W. GRIFFITH LABORATORY

Inventory of film on hand in Vault.

July 31, 1920

Negative

Eastman's X-Back		7973
Eastman's Regular		45482
Special (Gov't)		103600
Eastman's Pan-Chromatic		000

Positive

Eastman's		86118
Double Coated		3600
Belgian Colored		
Yellow	1975	
Pink	0	
Green	42000	
Violet	2000	
Red	11245	
Flesh Red	1200	
Salmon	16366	
Light Blue	8820	
Blue	12000	
Orange	35175	
Mauve	6800	
Light Red	7090	144671

Regular Eastman Negative

June 28 - Amount of negative in vault - - - -			54705
Received during July			
July 14 - Shipment - - - -	49638		
" 23 " - - - -	24000		
" 27 " - - - -	25844	99482	
Total receipts - - - - - - - - - - - - -			154187
Issued to Picture U-1 - - - - - - - -		41935	
" " " C-13 - - - - - - - -		13608	
" " " A-2 - - - - - - - -		9324	
" " " B-3 - - - - - - - -		9482	
" " " A-3 - - - - - - - -		16412	
" " " C-13 - - - - - - - -		13400	
" " Title Room - - - - - - - -		544	
Total disbursements (Vou 70-96 inc) -			108705
July 31 - Balance of negative in vault - - - - - - - - - -			45482

Pan-Chromatic Negative stock

June 28	Amount in vault - - - - - - - - - - - - - -	5175	
	Issued to Picture U-1 - - - - - - - - - - -	5175*	
	*Vouchers 3-4-5		
July 31	Balance on hand - - - - - - - - - - - - -	0 - -	000

Double Coated Positive

June 28	Amount in vault - - - - - - - - - - - - -	4000	
	Issued to Picture U-1 (Vou 2 & 3) - - - - -	400	
July 31	Balance in vault - - - - - - - - - - - - - - -		3600

X-Bank Negative Stock

June 28	Amount in vault - - - - - - - - - - - - -		9456	
	Issued to Picture U-1 - - - - - - -	689		
	" " " C-13 - - - - - -	794		
	Total issued (Vouchers 14 & 15) - - -		1483	
July 31	Balance in vault - - - - - - - - - - - - - - - -			7973

Special Negative (Gov't) Stock

June 28	Amount in vault - - - - - - - - - - -		114000	
	Issued to Picture U-1 - - - -	4000		
	" " Test Account - - -	600		
	" " Title Room - - - -	6800		
	Total Issued (Vouchers 13-27 inc)		11400	
July 31	Balance in vault - - - - - - - - - - - - - - -			103600

Report of title department for month of July, 1920

Negative Stock

Received from vault - special negative - - - -	6800	
" " " Eastman negative - - - -	544	
Total negative received from vault - - - - - - - -		7344
Used in making titles		
Little Miss Rebellion - - - - - - - - - -	2430	
The Love Flower - - - - - - - - - -	670	
Way Down East - - - - - - - - - - -	110	
Romance - - - - - - - - - - -	3850	
Total negative used - - - - - - - - - - - - -		7030
July 31 - Balance in Title Room - - - - - - - - - - -		314

Positive Stock (Eastman)

Received from vault - - - - - - - - - - -		4743
Used in making titles		
Little Miss Rebellion - - - - - - - - -	300	C-1
The Love Flower - - - - - - - - -	500	2-1
Way Down East - - - - - - - - -	2890	4-1
Total positive used - - - - - - - - - - - -		3690
July 31 - Balance in Title Room - - - - - - - - - -		1053

Report of Printing Room for month ending July 31, 1920

June 28	Balance of Positive on hand	3235	
	Received from vault during July	506865	510100

Positive used up during July

"Little Miss Rebellion" Release	380781	
Sample Print - A-3 - - - - - - -	679	
" " C-11 - - - - - - -	11551	
" " N-3 - - - - - - -	14384	
" " A-2 - - - - - - -	17304	
" " C-12 - - - - - - -	104	
" " C-13 - - - - - - -	22434	
" " U-1 - - - - - - -	52446	
Experimental - - - - - - -	474	
Tests - - - - - - -	2279	
Commercial (Kessler) - - - - - -	98	
Total used - - - - - - - - - - - -		502534
July 31 Balance on hand - - - - - - - - - - - - - - -		7566

D. W. GRIFFITH, INC.,
And/or for account of whom it may concern.

It being agreed that the insured in each instant shall be the particular corporation, co-partnership or individual owning, leasing or controlling the properties covered hereunder provided D. W. Griffith, Inc. or any corporation in which it owns stock, is a stock-holder in any said corporation, has an interest in said co-partnership, or an interest in the business of said individual.

No.		Buildings	Contents.
1.	Administration Building	$ 80,000.	$ 35,000.
2.	Studio "	150,000.	40,000.
3.	Property Room	15,000.	75,000.
4.	Generator Room	20,000.	40,000.
5.	Projection Room	15,000.	8,000.
6.	Carpenter Shop	10,000.	3,000.
7.	Laboratory Building	130,000.	50,000.
8.	Stables & Garage	12,000.	
9.	Restaurant	5,000.	2,000.
10.	D. W. Griffith Residence	15,000.	18,000.
11.	Scenery Dock	2,000.	20,000.
12.	Moulding Storage	750.	3,000.
13.	Coal Shed	500.	1,000.
14.	Lumber Shed (rear of Carpenter Shop)	500.	1,000.
15.	Film Vaults		
16.	Power room att. to Laboratory		
17.	Greenhouse		
18.			
19.			
20.		$455,750.	$296,000.

Loss, if any, on buildings only, payable to Elmer E. Smathers, as 1st mortgagee, and Ray L. Erb, as 2nd mortgagee, as interest may appear.